

Effective Date: 11/26/2023

Trademore Services LLC, and its parent, subsidiaries and affiliates (“Trademore,” “we,” or “us”) provides services (the “Trademore Services”) allowing you to (i) sell certain wireless communications devices after receiving an “offer” from Trademore and (ii) purchase certain wireless communications devices from Trademore. The wireless communications devices bought and sold through the Trademore Services are referred to herein as the “Devices”. You must agree to abide by the following terms in order to use the Trademore Services and/or the Trademore Website (as defined below).

By creating a Trademore account, or by using the Trademore website or Trademore services, you agree to the following terms, including arbitration of any and all disputes set forth in section 25 below, which may be amended at any time by posting amended terms on the Trademore website. Any amended terms will be automatically effective immediately after they are posted. Trademore reserves the right to terminate or suspend your use of the Trademore Website and/or the Trademore Services if you do not comply with this Agreement (as defined below) or any other Trademore policy or procedure, or for any other reason we determine, at our sole discretion.

1. This Agreement governs any offer you receive (i) to sell your Device to or through the website Trademore.com operated by Trademore (the “Trademore Website”) or (ii) to purchase a Device from or through the Trademore Website. This Trademore Purchase, Sale and Services Agreement and the terms governing your use of the Trademore Website, the Trademore Services and any and all applications included therein, and any supplemental terms or policies that accompany a specific sale, purchase, transaction, feature or offer, collectively, make up an agreement between you and Trademore (the “Agreement”). You acknowledge that this Agreement is in electronic form and has the same force and effect as a written agreement. “You” or “your” means an individual or entity entering this Agreement.
2. Requirements for Device Sales and Purchases. To sell your Device to Trademore or to purchase a Device from Trademore, you must establish an account and provide current and accurate information about you.
3. When selling your Device to Trademore, you agree to accurately identify the Device and its condition when completing transactions on the Trademore Website. You must also comply with all of the terms of this Agreement and with all applicable laws and regulations, including all import and export laws as described in Section 13 below. You may only transact on behalf of yourself and not on behalf of others. You must be over 18 years old and have the legal capacity to enter into agreements. To receive payment for any Device you sell to

us, you must provide us with your first and last name, a valid email address through which you agree to communicate with Trademore, and a valid physical mailing address where you receive mail.

When purchasing a Device from us, you must provide us with information including first and last name, a valid email address through which you agree to communicate with us, your phone number, your correct billing address, and a valid physical mailing address where you receive mail (if different from your billing address). The following also apply:

- 1.) You – You must also comply with all of the terms of this Agreement and with all applicable laws and regulations, including all import and export laws as described in Section 13 below. You may only transact on behalf of yourself and not on behalf of others. You must be over 18 years old and have the legal capacity to enter into agreements.
- 2.) Credit Card or PayPal – Your credit card will be charged by Trademore when your purchase is made, unless you choose to pay with your PayPal account.
- 3.) Sales Tax – State sales tax will apply in any jurisdiction in which we are obligated to collect sales tax.
- 4.) Returns – Trademore offers a 30-day return policy which commences on the date of purchase, as recorded by Trademore. In the event of a return, Trademore will refund the full amount of the purchase price, plus any applicable sales tax, after confirming receipt of the Device being returned.
- 5.) Carrier Services – Please be aware the some Devices require wireless service, carrier service contracts and/or data plans to be fully functional. These services and plans are not included in the purchase price and are not provided by Trademore unless and until separately offered and purchased.
- 6.) Device Pricing – Trademore regularly adjusts prices based on a variety of factors, including market conditions and individual Device condition, and therefore does not price match other sellers of similar devices and does not offer price adjustments once a payment is complete. Prices for the same or similar devices may vary between the Trademore Website and third-party marketplaces like Amazon and eBay.
- 7.) Device Availability – Devices are not guaranteed to be available until the purchase order is accepted by Trademore and confirmed on the Trademore Website. Notwithstanding the foregoing, Trademore reserves the right to cancel any purchase order at any time prior to delivery of the Device for any reason.
- 8.) Customer Support – Trademore does not provide any technical or other support in connection with any Device offered for sale through the Trademore Website.

You are responsible for all Device use and set up. Trademore is not responsible for communication errors should your contact information be inaccurate or incomplete. You are responsible for receiving and reading emails from Trademore. You understand and agree that we are not responsible for any payments sent to a wrong person or address because of incorrect information submitted by you, and that any unclaimed funds may be subject to collection by governmental authorities. You agree that we have no obligation to you if any of your unclaimed funds are provided to those authorities under applicable law.

Device Eligibility. Trademore determines, in its sole discretion, which Devices are eligible for purchase and sale by Trademore. Trademore may terminate eligibility of certain Devices at any time without notice, but such termination will not affect any Devices for which you have already accepted an offer, which is good for 30 days, except as set forth in Section 9 below.

4. **Condition of Device.** As described in Section 9 below, when you sell a Device to Trademore, Trademore will inspect your Device condition upon receipt and will compare that condition to the answers you provided during the submission process on the Trademore Website. If you are uncertain about your Device's condition, please seek guidance by contacting our customer care.
5. **Device Valuation.** All offers by Trademore to purchase Devices will be based on Trademore's determination of Device value and depend on the accuracy of the information you supply us. Trademore will use its discretion to determine Device value based on, among other things, the Device model, functionality and condition and whether necessary Device accessories have been provided by you. Upon receiving an offer for your Device from Trademore, you may accept or reject it. Acceptance means you agree to provide your Device to Trademore at the offered price. If you do not accept Trademore's offer and do not send your Device to Trademore, the specific transaction will expire after 30 days. If you still want to sell your Device to Trademore after rejecting an offer from Trademore, you must initiate a new transaction (at which point Device eligibility and offer value may have changed from your initial offer).
6. **Sale Eligibility.** You must have all rights, title, and interest in any and all Devices you seek to sell to Trademore and all Devices must be able to be activated for new service. Devices and their sale and shipment to Trademore: (a) must comply with all applicable laws, statutes, ordinances, including without limitation all import and export laws as described in Section 13 below, (b) may not infringe on third party intellectual property rights (including copyrights, trademarks, patents, trade secrets or other proprietary rights), and (c) shall not be counterfeit, stolen,

or fraudulent. You represent and warrant that any Devices you sell to Trademore are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. By using the Trademore Services, you agree to indemnify Trademore from all claims or losses sustained by Trademore as a result of any breach of your representations and warranties. It is your responsibility to discontinue wireless service, carrier service contracts and/or data plans on your Device before selling it to Trademore. Trademore is not responsible for any service charge related to your Device, whether you incur such charges before, during or after your use of the Trademore Services. It is also your responsibility to remove any security codes (such as Find My iPhone) that would prevent resale or use of any Device you sell to Trademore.

7. **Providing Your Device to Trademore.** When packaging your Device in the shipping materials we provide to you, please include the Device only; no other accessories or materials are required to be sent in with your Device. Any accessories (including watch bands, screen protectors, or cases), adapters, manuals or software sent together with the device will not be returned together with the device, should it be rejected post inspection at our facility. If you send us a different Device or something else entirely, it may impact the payment of any refund you request from Trademore or result in a lower payment for your Device or rejection of the Device and cancellation of the offer. For the avoidance of doubt, in order to receive payment for your Device, Trademore must receive the Device; if your Device is not sent to us, whether by shipping of an empty box or if it is lost or stolen en route to Trademore, you will not receive payment and it will result in the cancellation of the offer.
8. **Remove Data From Your Device.** You must remove or back up and store any data you wish to keep from your Device, and remove any personal information from the Device, before sending it to Trademore. Trademore's practice is to remove all such data and information from the Devices we purchase, but we make no guarantee that we will do so. By sending Trademore your Device, you agree to release us from any claim regarding or arising from the Device, the data stored in the Device, or any information on any media used in conjunction with the Device you send to Trademore, or for such data's security, integrity, confidentiality, disclosure or use. Trademore is not responsible for any loss suffered by you due to any data that is not erased from the Device and transferred to a third party, or any loss of data after you submit a Device to Trademore.
9. **Device Inspection; Final Offers.** When selling your Device to Trademore, your Device must be received by Trademore within 30 days after you accept the initial offer provided by Trademore on the Trademore Website (the "Offer Period") or the offer will automatically expire. You must use and follow the packing and

shipping instructions provided to you by Trademore to avoid possible delays in processing, damage to or loss of the Device. Trademore will inspect all Devices you send us and reserves the right to reject the Device, including without limitation, because the Device does not conform to the description you provided during your transaction on the Trademore Website, the Device is modified such that it no longer conforms to the original factory specifications, the Device no longer complies with applicable laws or regulations (such as FCC rules) and/or the Device is damaged or lost in transit. If Trademore rejects the Device for any reason, including the above reason(s), the initial offer will automatically expire. Trademore reserves all rights to revoke the initial offer and make an adjusted offer for the Device in the event (a) the Device and/or included accessories and materials are not as described, (b) the Device is received by Trademore after the Offer Period, and/or (c) Trademore receives Device(s) not matching those identified by you in your transaction(s) on the Trademore Website. To the extent Trademore makes an adjusted offer for your Device, you will be given five (5) days from the date of that offer to accept or reject the adjusted offer. If you reject the adjusted offer, or do not accept it during that five (5) day period, the adjusted offer will automatically cancel and the Device will be returned to you. The amount paid to you, if any, will reflect the value of the initial offer or any adjusted offer accepted by you on the Trademore Website.

10. **Transfer of Device Rights to Trademore.** Once you sell or return your Device, Trademore cannot and does not guarantee that it will be able to return the Device (including any information contained in it). If Trademore rejects the Device, your Device will be returned to you; provided, however, that Trademore reserves the right to dispose of, and not return to you, anything you send to Trademore that does not qualify as a wireless communications device as determined by Trademore (e.g., a television, set top box, laptop computer, food, clothing or anything else that doesn't resemble the Device you described during your transaction on the Trademore Website). Title to the Device passes to Trademore upon Trademore's acceptance of the Device. If Trademore returns a Device to you, for whatever reason, title shall not pass and shall remain with you.
11. **Risk-Of-Loss.** When selling a Device to Trademore, you are responsible for the risk-of-loss or damage to any Device until it is successfully received by Trademore at the location specified in the shipping materials we provide. Trademore is responsible for risk-of-loss when it receives your Device at the specified shipping location, and Trademore remains responsible for the risk-of-loss unless/until Trademore returns the Device to the carrier selected to return your Device to you. For the avoidance of doubt, receipt of shipping materials at the specified shipping location that do not contain the Device and all accessories

and materials required under Section 7 of these Terms and Conditions does not constitute successful receipt of the Device by Trademore. If you return a Device to Trademore that you purchased from Trademore, you are responsible for the risk-of-loss for the Device until Trademore receives the Device. You are responsible for any damage that may occur to the Device while in transit back to Trademore.

12. Non-Transferable. Any offer by Trademore for your Device is non-transferable and not redeemable for any other consideration other than what is finally paid by Trademore after inspection of your Device.
13. Import and Export Laws. You agree to comply fully with all import and export laws, regulations, rules and orders of the United States, or any government agency or authority, and that you will not directly or indirectly transfer any Device without authorization. You bear responsibility for and assume all expenses relating to your compliance with governing laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances in order to convey any Device to Trademore in connection with a sale, including without limitation, valuation, classification and duties applicable with the import of any goods. Note: United States trade sanctions administered by the Office of Foreign Assets Control ("OFAC") generally prohibit the importation into the United States (including United States territories), either directly or indirectly, of most goods, technology or services from, or which originated from, Crimea, Cuba, Iran, North Korea, or Syria; or from persons designated on restricted parties lists administered by OFAC. In addition, under United States export regulations there are restrictions on exports of items to these destinations, and to Sudan, and to restricted parties designated by OFAC or designated on restricted parties lists administered by the Departments of State and Commerce. You may not offer or provide to Trademore, any Device that would violate the provisions of this Section 13.
14. Promotions. From time to time, and at Trademore's sole discretion, Trademore may offer promotional programs. Promotions involving payments are applied as an increment to the final payment for your Device, but they are not considered a change in the final offer for the Device or its value. Promotional programs have explicitly defined terms, including, but not limited to, expiration, usage per person and per transaction, and other limitations and restrictions. Unless otherwise stated, promotions must be applied by you before checkout. For the avoidance of doubt, once checkout is completed, promotions cannot be applied to the same transaction. Trademore reserves the right, in its sole discretion, to cancel or refuse promotions.

15. Accuracy of Information. Trademore makes every effort to ensure the accuracy of all information you receive in relation to your Device. From time to time, however, there may be typographical errors, technical inaccuracies, pricing or other errors or omissions. As such, Trademore reserves the right, at any time prior to payment, to correct errors or change an offer.
16. Privacy. Please refer to our Privacy Policy on the Trademore Website for information about how we collect, use and disclose information about you.
17. Electronic Notices and Transactions. You agree to transact with us electronically, including without limitation, agreeing to terms or offering to sell your Device electronically. You authorize Trademore to provide you with terms and important Trademore notices and your transactions to an email address you provide to us or by posting notices on an applicable page (or my account area) on the Trademore Website. It is your duty to keep your email address accurate and up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by junk mail and spam filters (or similar types of email blocking tools). If you no longer desire to transact electronically with us, you may no longer use the Trademore Website. You can retrieve and review this Agreement by clicking on the "Legal" link on the Trademore Website.
18. Use of Services. By using the Trademore Website, you agree not to (i) access any of the Trademore Services by any means (including, without limitation, by use of scripts, web crawlers or similar methods) other than through the user interface provided by Trademore and (ii) engage in any other activity that interferes with or disrupts the Trademore Services or performance of the Trademore Website.
19. No Warranties. To the fullest extent permitted by applicable law, the Trademore services and Trademore website are provided "as is," "with all faults," and "as available," without express or implied warranties of any kind. Trademore disclaims any implied warranties of merchantability, accuracy, fitness for a particular purpose, non-infringement and the implied conditions of satisfactory quality. We make no representations that your transactions with Trademore will meet your requirements.
20. Limited Liability. To the fullest extent permitted by applicable law, in no event shall Trademore or its directors, officers, employees, agents, distributors or contractors (collectively, the "Trademore parties") be liable for any compensatory, indirect, incidental, consequential, or special damages, loss of data, income or profit, loss of or damage to property, or any claims of you or other third parties whatsoever with respect to your transactions with Trademore under this agreement regardless of the legal theory on which the claim is based, whether based in contract, tort, negligence, warranty, or otherwise, even if we have been

advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event shall the maximum aggregate liability of Trademore and the Trademore parties (jointly) arising out of or relating to your access to or use of the Trademore services and Trademore website exceed the greater of (i) the amount paid, if any, by you to us or (ii) \$500. The limitations set forth in this agreement will not limit or exclude liability for Trademore's gross negligence, fraud or intentional, malicious or reckless misconduct, or for personal injury or property damage caused by devices you purchase through the Trademore services.

21. Indemnity. You agree to indemnify, defend, and hold harmless Trademore and the Trademore Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation or breach of any terms under this Agreement. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.
22. Entire Agreement/No Waiver. This Agreement constitutes the entire agreement of the parties. The captions are only for convenience and are not part of this Agreement or to be used in determining the intent of the parties. No waiver by Trademore of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Sections 5, 6, 8, 9, 10, 11, 13, 15, 18, and 19 through 25 shall survive termination of this Agreement.
23. Modification. Trademore reserves the right to modify this Agreement at any time. If you do not agree to the changes, you may discontinue using the Trademore Website and/or the Trademore Services. Your continued use of any Trademore Website and/or Trademore Services after any such changes take effect constitutes your acceptance of such changes. Each time you buy or sell a Device using the Trademore Services, you reaffirm your acceptance of this Agreement in effect at the time of your use of the Trademore Services or the Trademore Website. You are responsible for reviewing this Agreement each time you use the Trademore Services and/or the Trademore Website.
24. Applicable Law and Venue. This agreement and the terms of the purchase and sale of devices using the Trademore services and the transfer of title of devices, are governed by and construed in accordance with Texas law and to the extent applicable, the laws of the United States. No conflict of laws or provisions of any jurisdiction will apply to this agreement or to such terms.
25. Dispute Resolution. We hope to make you happy, but if there's an issue that needs to be resolved, this section outlines what's expected of both of us.

You and Trademore both agree to resolve disputes only by arbitration or in small claims court. You understand that by this agreement you are giving up the right to bring a claim in court or in front of a jury. While the procedures may be different, an arbitrator can award you the same damages and relief, and must honor the same terms in this agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. We also both agree that:

(1) The Federal Arbitration Act applies to this agreement. Except for small claims court cases, any dispute that in any way relates to or arises out of this agreement or from any equipment, products and services you receive from us (or from any advertising for any such products or services), including any disputes you have with our employees or agents, will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA") or Better Business Bureau ("BBB"). you can also bring any issues you may have to the attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you. This agreement to arbitrate continues to apply even after you have stopped receiving service from us.

(2) Unless you and Trademore agree otherwise, the arbitration will take place in the county of your mailing address provided to us on the Trademore website. For claims over \$10,000, the AAA's Consumer Arbitration rules will apply. For claims of \$10,000 or less, the party bringing the claim can choose either the AAA's consumer arbitration rules or the BBB's rules for binding arbitration or, alternatively, can bring an individual action in small claims court. You can get procedures, rules and fee information from the AAA (www.adr.org), the BBB (www.bbb.org) or from us. For claims of \$10,000 or less, you can choose whether you'd like the arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in person or by phone.

(3) This agreement doesn't allow class or collective arbitrations even if the AAA or BBB procedures or rules would. Notwithstanding any other provision of this agreement, the arbitrator may award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this agreement. Any question regarding the enforceability or interpretation of this paragraph shall be decided by a court and not the arbitrator.

(4) If either of us intends to seek arbitration under this agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to trademore should be sent to Trademore Services LLC, 600 Hidden Ridge, Irving, Texas 75038. The notice

must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Trademore will reimburse any filing fee that the AAA or BBB charges you for arbitration of the dispute. If you provide us with a signed written notice that you cannot pay the filing fee, Trademore will pay the fee directly to the AAA or BBB. If that arbitration proceeds, we will also pay any administrative and arbitrator fees charged later.

(5) We may, but are not obligated to, make a written settlement offer anytime before the arbitration hearing. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that's more than our offer but less than \$5,000, or if we don't make you an offer, and the arbitrator awards you any amount of money but less than \$5,000, then we agree to pay you \$5,000 instead of the amount awarded. In that case, we also agree to pay any reasonable attorneys' fees and expenses, regardless of whether the law requires it for your case. If the arbitrator awards you more than \$5,000, then we will pay you only that amount.

(6) An arbitration award and any judgment confirming it apply only to that specific case, it can't be used in any other case except to enforce the award itself.

(7) If for some reason the prohibition on class arbitrations set forth in subsection (3) cannot be enforced, then the agreement to arbitrate will not apply.

(8) If for any reason a claim proceeds in court rather than through arbitration, you and Trademore agree that there will not be a jury trial. You and Trademore unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement in any way. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

If you have any questions, concerns, or suggestions regarding this Agreement, please feel free to email **support@Trademore.com**. Phone number: 800-315-4483.