

CEXCHANGE, LLC

Seller Agreement, Terms and Conditions

Introduction

CEXCHANGE, LLC (the "Company") provides an in-store and online process for consumers to sell their previously owned and/or unused wireless handset(s) and/or Apple iPod player(s) as well as other devices (the "Products") (the "Services"). The Company will pay full value for the items received under the terms and conditions of this Agreement as stated below. We reserve the right to amend, cancel or alter these Services at our sole discretion.

THE USE OF THIS SITE IS GOVERNED BY THE POLICIES, TERMS AND CONDITIONS SET FORTH BELOW IN THIS SELLER AGREEMENT ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. YOUR REGISTRATION, YOUR USE OF THIS SITE AND YOUR PLACEMENT OF A TRANSACTION AND/OR AN ORDER INDICATES YOUR ACCEPTANCE OF THESE POLICIES, TERMS AND CONDITIONS.

WE MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON OUR SITE. EXCEPT AS STATED BELOW, THE AMENDED TERMS WILL AUTOMATICALLY BE EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED.

Your use of the Company's Services either in-store or on-line may be terminated or suspended by us if you do not comply with this Agreement, our policies and procedures, or for any other reason we determine necessary, in our sole discretion.

Seller's Representations and Warranties

You, (the "Seller") represents and warrants that: (A) the Seller is not under the age of eighteen (18); (B) the Seller has all the necessary right, title, and authorization to produce and distribute the Product(s) and to permit the Company to offer, sell, and deliver the Product(s) to any third party; (C) the Product(s) and the rights granted under this Agreement do not infringe the proprietary rights, including, without limitation, copyrights, patents domain names, trademark rights or any other intellectual property rights, of any third party; (D) the description of the Product(s) is truthful, accurate and complete. The Seller also represents and warrants that the description of the Product(s) and the Product(s) are not: (i) false, inaccurate, or misleading; (ii) fraudulent or involve the sale of counterfeit or stolen items; (iii) in violation of any law, statute, ordinance, or regulation (including, but not limited to those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising).

Registration

The Seller understands and agrees that the registration requires the completion of the Seller's registration form with accurate and complete contact names, shipping address, billing address, and e-mail address. The Company shall not be held responsible for communication errors should the Seller's contact information be inaccurate or incomplete. In addition the Seller must make sure that they can receive emails from the Company. The Company is not responsible for any e-mails that are blocked or filtered as spam.

Product Shipment

The shipment of the Seller's Products confirms the Seller's acceptance of the Company's price and condition offer. The Company's price offer will only be valid for 7 days from the date the offer is made. It is the responsibility of the Seller to ship all of Product(s) using one of the shipping methods provided by the Company such that the products are received by the Company within 7 days of the initial offer date.

Company will provide Seller with a prepaid, preaddressed shipping label sent to the Seller provided email address for the Seller to send Products to the Company.

Title and risk of loss remains with the Seller until the Product(s) are received by the Company, at which point title and risk of loss transfers to the Company. It is at the Seller's discretion to acquire shipment insurance beyond the shipper's standard coverage.

Termination of Mobile Phone Service

It is the responsibility of the Seller to discontinue service on mobile phones sold to the Company prior to shipment of Product(s). The Company is not responsible for previous or subsequent airtime charges accrued prior, during, or after any transaction. Should any airtime charges be accrued, it is the responsibility of the original Seller and service provider to resolve payment issues.

Seller Private Information

It is the responsibility of the Seller to remove any and all personal information from all the Product(s) including but not limited to, phonebook entries, personal codes, e-mail addresses, personal addresses, IM addresses, photos, and downloaded files prior to shipment of the Products to the Company. The Company shall bear no liability and be held harmless should the Seller not delete any and all data or information on the Product(s).

In addition it is the responsibility of the Seller to remove any and all codes that would prevent the Company from having the ability to use, refurbish or

resell the Product(s).

Receipt of Product(s) and Quality Verification

Company will notify Seller of receipt of products. If Seller has provided all of the Products as detailed in the Initial Transaction and if Company verifies that the Product(s) are in the condition as identified by the Seller in the Initial Transaction the Company will provide payment as detailed below.

Finally, irrespective of what kind of item(s) you are returning, we require that you send all accessories necessary for the proper function of the item in order to obtain the full value quoted on the original appraisal, including chargers, power adapters, wiring harnesses, game controllers, proprietary rechargeable batteries, etc.

Exceptions and Return Policy

If only a portion of the Product(s) listed on the Initial Transaction are received by the Company ("Partial Shipment"), Company will provide Seller an email detailing which Product(s) have been received and their value. The new value will constitute a New Offer from the Company. The Seller may log into their account and accept or reject the New Offer. If the Company does not receive a response within 5 days the New Offer will be deemed to be accepted. If the New Offer is not rejected the Company will provide payment at the new value as detailed below. If the Seller rejects the New Offer, the Seller may have the Product(s) returned.

If Company determines the Product(s) condition are inconsistent with the Seller's description as identified on the Initial Transaction, the Company will provide Seller an email detailing the determined condition and a New Offer. The Seller may log into their account and accept or reject the New Offer. If the Company does not receive a response within 5 days the New Offer will be deemed to be accepted. If the New Offer is not rejected the Company will provide payment at the new value as detailed below. If the Seller rejects the New Offer, the Seller may have the Product(s) returned.

If Company receives Product(s) that are different from the Initial Transaction, the Company will provide the Seller with a description of the Product(s) that were received and their value. The new value will constitute a New Offer from the Company. The Seller may log into their account and accept or reject the New Offer. If the Company does not receive a response within 5 days the New Offer will be deemed to be accepted. If the New Offer is not rejected the Company will provide payment at the new value as detailed below. If the Seller rejects the New Offer, the Seller may have the Product(s) returned.

If Seller sends multiple Products CExchange may at its discretion accept and process the items that match the original description as detailed in the Sellers Initial Transaction and offer a New Offer as outlined in this section for the other items that either don't match the make, model, accessories or conditions. In the event that CExchange accepts only certain items from the order, the customer may request a return of the items that do not match their original appraisal, but will not be able to request a return of the accepted items.

In all cases, should the Seller receive a New Offer from the Company the original offer to purchase under the original terms and conditions is immediately rescinded.

CExchange reserves the right to notify you in the case of an errant offer based on a database error and return the device(s) to you at no cost to you.

The CExchange video game trade-in program is intended solely for consumers, and is not a commercial wholesale outlet. As such, only two copies of the same video game title will be accepted per customer during a rolling 30-day window. Any orders in excess of the level set by this policy will be cancelled preemptively by CExchange. On orders shipped to CExchange physically containing more than two of the same title, the customer will only receive credit for two of the games.

Payment

Payment will be made within 30 business days of the verification of Products or of acceptance of New Offer as detailed above.

Pricing

All pricing is subject to change without notice. For all prices, products and offers, the Company reserves the right to make adjustments at any time in its sole discretion. The Company reserves the right to void any transaction and return the Product(s) to the Seller.

Use of Cookies

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. The Company uses cookies to personalize your trading experience.

Most web browsers are automatically set to accept cookies. To change this, or to show a warning each time a cookie request is received, please review your browser's guidelines. **USE OF COOKIES IS REQUIRED TO USE THE COMPANIES WEBSITE.**

Use of Services

You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by the Company, unless you have been specifically allowed to do so in a separate agreement with the Company. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the

instructions set out in any robots.txt file present on the Services.

You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

Platforms

The site is designed to work best on Windows or Mac operating systems using Internet Explorer or FireFox with limited support for Opera, Safari and Chrome.

The site requires that JavaScript be enabled in the browsers listed above to give the user the best experience possible.

Customer Service

Seller may contact the Company at or by calling 877-399-3465.

Copyright and Trademark Notice

The Company is owned and operated by CEXCHANGE, LLC. Unless otherwise specified materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of CEXCHANGE, LLC.

No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission.

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All trademarks or service marks are property of their respective owners. The use of any trademark or service mark without the express written consent of the respective owner is strictly prohibited.

Links

This site may contain links to other sites on the Internet that are owned and operated by third parties.

Independent Contractor

This Agreement and your membership in no way constitute or give rise to a partnership, joint venture or other relationship between the parties. Each of us will operate under the terms of this Agreement as an independent contractor and not as an agent for the other.

Breach

Without limiting other remedies, the Company may immediately terminate the Services, and refuse to provide future Services to the Seller if: (A) the Seller breaches this Agreement, (B) the Company is unable to verify or authenticate any information provided by the Seller, (C) the Company believes that the Seller's actions may cause financial loss or legal liability for the Seller, the Company, or any of its affiliates or customers, or (D) the Company suspects that the Seller (by conviction, settlement, insurance or escrow investigation, or otherwise) has engaged in fraudulent activity in connection with the Product(s).

Indemnity

The Seller agrees to indemnify and hold the Company and their respective parent, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to, or arising out of the Seller's breach of this Agreement, or the Seller's violation of any law or the rights of any third party.

Warranty Disclaimer

The Company, its officers, managers, employees, and suppliers provide THEIR services "as is" and without any warranty, CONDITION or representation as to the Services, of any kind, express, implied or statutory. The Company, its officers, managers, employees, and suppliers specifically DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties or limitations on the duration of implied warranties, so the foregoing disclaimer may not apply to the Seller in such states. The Seller may also have other legal rights that vary from state to state.

Waiver of Consequential Damages

IN NO EVENT WILL THE COMPANY BE LIABLE TO SELLER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of this agreement or its termination, regardless of the form of action (including, but not limited to, negligence) and

irrespective of whether the Company has been advised of the possibility of any such loss or damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Seller in such states. The Seller may also have other legal rights that vary from state to state.

Maximum Liability

The Company's aggregate liability and the liability of their respective officers, managers, employees, and suppliers to the Seller or any third parties in any circumstance is limited to the greater of (A) the estimated value of the Product(s) as stated in the Initial Transaction or (B) \$50.

Release

The Seller releases the Company (and the Company's officers, directors, agents, subsidiaries, joint ventures, employees, successors and assigns) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, resulting from or in any way connected with the Services.

General

The Seller and the Company agree that this Agreement will be governed in all respects by the laws of the United States of America and the State of Nevada, and that both parties waive any rights to a trial by jury. All notices or requests pertaining to this Agreement will be in writing and will be sent by email, facsimile or recognized commercial overnight courier. Notices will be deemed received upon receipt of written continuation of transmission when sent by facsimile or signing for receipt of delivery if sent by overnight courier. Notices will be sent to the Seller at the addresses provided in the registration. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements with respect to the subject matter hereof.