



Buyback Agreement

Updated 10/11/2021

1. What is covered by this agreement?

You (“the customer”) warrant to Wisephone ER that the product sold (“trade-in” or “buyback”) shall be free from any and all activation and financial eligibility issues as defined below, as documented by a valid proof of purchase — e.g. receipt or invoice.

2. Quotes & Adjustments

2.1 The customer may obtain an automatic quote via our website (buyback.wisephoneer.com). Quotes for products that we do not support on our website may be obtained by bringing the product to any Wisephone ER location, or by emailing the specifications, condition, and identifying information of the product to buyback@wisephoneer.com

2.2 Wisephone ER uses proprietary algorithms based on certain factors to generate a quote for all products purchased. Wisephone ER reserves the right to adjust any quote based on the following factors:

- (a) Product condition
- (b) Product specifications
- (c) Product functionality
- (d) Product financial eligibility and ESN status
- (e) Product shipped after the provided quote has expired
- (f) Product usage capability (e.g. network locked)

2.3 Quotes obtained via our staff at any Wisephone ER location are good only for the day they are generated.

2.4 Quotes for buyback orders processed on our website or via email are locked in for 10 days starting from the day the order is placed and will not be subject to any adjustments due to market fluctuation. Buyback orders are not required to be received during the 10-day period, however, they are required to be shipped during this time. Any product that is shipped during the 10-day period but is received by Wisephone ER after the 10-day period has expired will still be processed under the original quote. Buyback orders that show no signs of having been shipped will be cancelled after 11 days from the date the order was placed.

2.5 If a quote is found to need adjustment, Wisephone ER will notify the customer via e-mail or telephone. If the buyback order was placed online and the customer rejects the adjusted quote, they may opt to have the product mailed back to them at no charge. If the buyback order was placed in-store and the customer rejects the quote, the product will be returned to the customer. If the product was dropped off, the customer will be notified of the adjusted quote via e-mail or telephone.

2. IMEI / ESN Status & Financial Eligibility

2.1 The customer will be required to keep any product sold to Wisephone ER in good activation and financial standing with all carriers, manufacturers, and organizations. The following conditions are required to be met, and maintained for the life of the product:

- (a) IMEI/ESN status must remain clean
- (b) Must remain free of any factory reset protections (e.g. iCloud lock)
- (c) Factory reset protection status must remain clean
- (d) Must maintain good activation standing with all carriers, manufacturers and organizations
- (e) Any financial obligation towards a product (e.g. payment plan) must be met in full, and on time

2.2 Any product that is found to be financed with any carrier, manufacturer, or organization will be subject to a quote reduction of 50%

3. Diagnostics & Testing

The customer permits Wisephone ER to install third-party testing software on the product. Wisephone ER may require the password / passcode of the product in order to fully complete testing. This testing software will be removed from the product in the event that the buyback order fails to reach completion. Any product that is unable to be fully tested for functionality will be considered “salvage” and will be processed as such.

4. Data Erasure & Account Removal

4.1 Wisephone ER warrants to the customer that any products sold to Wisephone ER will be securely, and completely wiped of any and all content and data. Wisephone ER will be unable to recover any data that is lost due to the erasure of a products contents. It is the customers responsibility to back their data up before starting a buyback order with Wisephone ER.

4.2 Any accounts on the product must be removed by the customer before the buyback order can be completed. Failure to fully remove the accounts on the product may result in significantly delayed processing times.

5. Identification Requirements & Restrictions

5.1 Any customer selling a product to Wisephone ER will be required to provide a valid form of identification (e.g. driver’s license) prior to the completion of any payment. Wisephone ER will keep a copy of the provided identification on file. This information will be stored on a secure server and will not be used for any purpose other than identifying the customer.

5.2 Under certain circumstances, Wisephone ER may request proof of the original purchase of the product from the customer. If the customer is unable to provide such proof the buyback order will be either cancelled or the quote will be reduced.

5.3 Under certain circumstances, Wisephone ER may request proof the product has been paid for in full. If the customer is unable to provide such proof the buyback order will be either cancelled, or the quote will be reduced by 50%.

6. Online Shipping & Returns

6.1 Wisephone ER provides a free prepaid FedEx shipping label at no charge to the customer. The customer is not required to use this shipping label to send their product to Wisephone ER and may ship the product on their own via the shipping method of their choice.

6.2 All buyback orders shipped using the provided FedEx shipping label will be insured for a maximum of \$100. Any additional insurance will need to be purchased by the customer directly through FedEx at the time of shipment.

6.3 Wisephone ER reserves the right to ship any products that need to be returned to the customer via our shipping method of choice. Products that are returned to the customer will not be insured in any way unless paid for by the customer prior to shipping.

7. Processing time

7.1 Buyback orders that are brought directly to a Wisephone ER location can be processed and paid the same day they are received.

7.2 Online buyback orders are generally processed the day they are received, but may be delayed due to certain factors which include but are not limited to:

- (a) Passcodes not being removed from product
- (b) Accounts not being removed from product
- (c) Shipping delays and delivery times
- (d) Testing limitations

8. Payments

8.1 Wisephone ER only offers payments for buyback orders via digital payment methods which include but are not limited to:

- (a) Paypal
- (b) Cash App
- (c) Venmo

9. Dispute Resolution

9.1 In the event that a quote is adjusted, and rejected by the customer, the product will be returned at no cost to the customer. Products that are shipped back to the customer will be sent using the

procedures outlined in section 6.3 of this document. Products that were dropped off in-store will need to be picked up by the customer. The customer will have 14 days from the time of notification to pick up the product. If the product is not recovered by the customer during this time period it will be considered property of Wisephone ER.

9.2 Wisephone reserves the right to dispute any payment made in the event that the customer does not meet the requirements outlined in section 2.1 of this document. Wisephone ER will notify the customer of this breach of contract via either text or email prior to filing any dispute. The customer will have 10 days from the moment notification is sent to take action and restore the status of the product to meet the conditions outlined in section 2.1 of this document. If the customer does not respond to our request, or resolve the breach of contract within 10 days of notification, Wisephone ER will dispute the payment with the payment provider. A dispute will be unable to be dropped once started. Any product that is the result of a disputed payment due to breach of contract will immediately become the property of Wisephone ER permanently and will not be returned to the customer regardless of the outcome of the dispute.

9.3 If a product is considered to be lost in transit during the shipping process and was insured, Wisephone ER will file a claim with the shipping provider for the amount the product was insured for. Any remittance received to Wisephone ER from the shipping provider due to an insurance claim will be remitted to the customer once cleared.

9.4 Wisephone ER will not offer compensation of any kind for products that were not insured and are considered to be lost in transit during the shipping process.