

**TERMS AND CONDITIONS FOR PARTICIPATION
IN UNLIMITED CELLULAR, INC.'S TRADE-IN PROGRAM**

The Trade-In Program

The Trade-In Program (the "Program") provides the Seller with an online process through which he/she may sell previously owned and/or unused wireless telephones, tablets and other devices or products covered by the Program from time to time (the "Products"). Unlimited Cellular (the "Company" or "we") will purchase and pay for the Products received in accordance with the Terms and Conditions set forth below. Unlimited Cellular reserves the right to amend, cancel or alter the Program and/or the services it provides at its sole discretion.

Your participation in the Program is governed by the policies, terms and conditions set forth below. Please read these Terms and Conditions carefully. Your registration, your use of this site and your placement of an order or participation in a transaction indicates your acceptance of these policies, terms and conditions.

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued participation in the Program following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms and Conditions, The Company grants you a personal, non-exclusive, non-transferable, limited privilege to participate in this Program.

Seller's Representations and Warranties

You (the "Seller") represent and warrant 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 these Terms and Conditions 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 will be able to obtain an appraised value for Products by providing information about the manufacturer, make, model and condition of the Products he or she desires to sell to the Company (the "Initial Transaction"). 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 he/she can receive emails from the Company. The Company is not responsible for any e-mails that are blocked or filtered as spam.

Purchase Offer

Based on the information provided by the Seller in his or her registration form, the Company will generate an offer to purchase the applicable Products for their appraised value (an “Initial Offer”). The Company’s Initial Offer and the purchase price offered therein will only be valid if the Seller ships or postmarks the shipment of the applicable Products within seven (7) days of the date the Initial Offer is made. It is the responsibility of the Seller to ship all of the Products using one of the shipping methods offered by the Company.

Product Shipment

The Company will provide Seller with a prepaid, preaddressed shipping label for purposes of shipping Products to the Company for purchase under the terms of the Program. Seller should include in the shipment any accessories related to the Products which the Seller included as part of the Initial Transaction, such as chargers and AC adapters. Seller’s shipment of Products confirms the Seller’s acceptance of the Company’s Initial Offer to purchase such Products. Title and risk of loss remains with the Seller until the Products are received by the Company, at which point title and risk of loss transfers to the Company. The Seller may, at his/her sole discretion, acquire shipment insurance beyond the shipper’s standard coverage, but the Seller will not be able to use the Company’s prepaid shipping label in such case.

Termination of Mobile Phone Services

It is the responsibility of the Seller to discontinue service on mobile phones prior to shipment of such Products to the Company. 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 Seller and the applicable service provider to resolve payment issues. Seller is advised that certain mobile phone carriers will lock mobile phones with outstanding charges, rendering them inoperative, which will lead to a significantly lower appraised value under the Program.

Data on Products Shipped

It is the responsibility of the Seller to remove any and all data from Products before shipping them to the Company, including all personal information such as phonebook entries, personal codes, e-mail addresses, personal addresses, IM addresses, photos, and downloaded files. In sending the Company any Products, the Seller releases and holds harmless the Company (and its respective parents, subsidiaries, affiliates, directors, officers, employees and agents) from any disputes, claims, demands and/or damages relating to or arising from the data stored on such Products, or for such data’s security, integrity, confidentiality, disclosure or use. As part of the Company’s evaluation process with respect to Products received, the Company, as a general rule, automatically clears any data on the Products. Therefore, any Products returned to Seller for any reason may not contain any of Seller’s data that was not cleared or removed by the Seller before sending the Products to the Company. In addition, it is the responsibility of the Seller to remove any and all codes (including, but not limited to, security codes, access codes, PIN codes, lock codes and any other access or use restricted codes) that would prevent the Company from having the ability to use, refurbish or resell the Products.

Receipt of Products and Quality Verification

The Company will notify the Seller via e-mail of its receipt of Products. If Seller has provided all the Products detailed in the Initial Transaction and if the Company verifies that the Products are

in the condition described by the Seller in the Initial Transaction, the Company will accept the Products (“Accept” or “Acceptance”) and purchase the Products for the price specified in the Initial Offer. The terms of payment will be as described below in these Terms and Conditions.

Exceptions and Return Policy

If only a portion of the Product(s) listed on the Initial Transaction is received by the Company ("Partial Shipment"), Company will email the Seller, 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 his or her account and accept or reject the New Offer. If the Company does not receive a response within seven (7) days of the date the New Offer is made, 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 request the Product(s) return at Seller’s own expense.

If Company determines the Product(s) condition are inconsistent with the Seller's description as identified on the Initial Transaction, the Company will email the Seller detailing the determined condition and a New Offer. The Seller may log into his/her account and accept or reject the New Offer. If the Company does not receive a response within seven (7) days of the date the New Offer is made, 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 the Seller may request the Product(s) return at Seller’s own expense.

If Company receives Product(s) that are different from those included in 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 seven (7) days of the date the New Offer is made, 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 the Seller may request the Product(s) return at Seller’s own expense.

If Seller sends multiple Products to the Company, the Company may at its discretion accept and process the items that match the original description as detailed in the Sellers Initial Transaction and present 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 the Company accepts only certain items from the order, the Seller may request a return (at his/her own expense) 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.

Payment

The Seller will receive payment of the purchase price specified in the Initial Offer or New Offer, as applicable, in the form of an Unlimited Cellular gift card, within thirty (30) business days of the Company’s verification of the Products or the Seller’s acceptance of the New Offer. The Company will deliver payment to the Seller in full satisfaction of the amount owed to Seller. Payment will be mailed to Seller at the address specified by Seller during the registration process for the Program.

Pricing

All pricing for the Program is subject to change by the Company without notice. For all prices, products and offers, the Company reserves the right to make adjustments at any time in its sole discretion. In addition, 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 on a computer's hard drive. The Company uses cookies to personalize the Seller's experience on this Site. The Seller must permit the use of cookies in order to use this Site; however, the Company does not in any way use cookies to monitor the Seller's behavior on this Site or gather other personal information about the Seller. Most web browsers are automatically set to accept cookies. To change this, or to show a warning each time a cookie request is received, the Seller should refer to the guidelines for the browser on the Seller's computer.

Your Use of and Disruption of the Company's 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) provided by the Company.

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of this Site or any Program Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through participation in this Program. The Company reserves the right to bar any such activity.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of the Company, including any Unlimited Cellular account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the Company's systems or networks, or any systems or networks connected to the Site or the Company.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Company on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Program Content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

Privacy

The Company's Privacy Policy applies to participation in this Program and its terms are made a part of these Terms and Conditions by this reference. Additionally, by participating in this Program, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send with regard to this Program may be read or intercepted by others.

Customer Service

The Seller may contact the Company regarding this Site or the Program at Customer Service or by calling (845) ___ - ____.

Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, of such Content, contained on the Site is owned, controlled or licensed by or to the Company, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms and Conditions, no content related to this Program may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without the Company's express prior written consent.

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 the Company.

All rights not expressly granted herein are reserved by the Company. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

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 independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Company's control, and the Company is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Independent Contractor

Seller's use of this Site, participation in the Program and/or use of the Services in no way constitute or give rise to a partnership, joint venture or other relationship between the Seller and the Company. Each of such parties is deemed an independent contractor and neither party shall be deemed an agent for the other party.

Breach

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your participation in this Program or your use of the Site. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company's obtaining any injunctive or equitable relief that it deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that the Company may, in its sole discretion and without prior notice, immediately terminate your participation in this Program, for cause, which includes (but is not limited to) (1) the Seller's breach of these Terms and Conditions, (2) the Company's inability to verify or authenticate any information provided by the Seller, (3) the Company's belief that the Seller's actions may cause financial loss or legal liability for the Seller, the Company, or any of its affiliates or customers, (4) the Company suspicion that the Seller (by conviction, insurance or escrow investigation, or otherwise) has engaged in fraudulent activity in connection with the Product(s); (5) requests by law enforcement or other government agencies, (6) a request by you (self-initiated account deletions), (7) discontinuance or material modification of the Program or any service offered in relation thereto; or (8) unexpected technical issues or problems.

If the Company does take any legal action against you as a result of your violation of these Terms of Use, the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company. You agree that the Company will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Indemnity

You agree to indemnify and hold the Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by any third party due to or arising out the Seller's breach of these Terms and Conditions, or the Seller's violation of any law or the rights of any third party.

Disclaimers

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 DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR

PARTICIPATION IN THE PROGRAM OR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY COMPANY SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms and conditions; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will the Company be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, regardless of the form of action (including, but not limited to, negligence), even if the Company has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms and Conditions, the Company is found to be liable to you for any damage or loss which arises out of or is in any way connected with your participation in this Program or the termination thereof, the Company's liability shall in no event exceed the greater of (1) the estimated value of the Product(s) as stated in the Initial Transaction or (2) US\$50.00.

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 provided by the Company.

Governing Law

You agree that all matters relating to your participation in this Program, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts located, respectively, in Orange County, New York, or the United States District Court, Southern District of New York, and waive any objection to such jurisdiction or venue. Any claim under these Terms and Conditions must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

General

The Seller and the Company agree that:

- (a) All notices or requests pertaining to these Terms and Conditions 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 confirmation of transmission, when sent by facsimile, or the signing of a delivery receipt, if sent by overnight courier. Notices will be sent to the Seller at the addresses provided in the registration.
- (b) 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.
- (c) In the event that any provision of these Terms and Conditions will be unenforceable or invalid under any applicable law, or be so held by applicable court decision, such unenforceability or invalidity will not render these Terms and Conditions 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.
- (d) These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof. These Terms and Conditions supersede, and the provisions of these Terms and Conditions govern, any prior or collateral agreements with respect to the subject matter hereof.