

TERMS AND CONDITIONS

CC3 Solutions, LLC (“Custom,” “we,” or “us”) offers services (the “Custom Services”) through which you can sell certain electronic products (the “Products”) after receiving an “offer” from Custom by identifying your Product and its condition (each transaction, a “Buy Back”). You must agree to abide by the following terms in order to use the Custom Services and/or the Custom Websites.

BY (A) CLICKING “ACCEPT”, (B) SENDING CUSTOM A PRODUCT, OR (C) USING ANY CUSTOM WEBSITE (as defined below) AND/OR CUSTOM SERVICES, YOU SIGNIFY THAT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY BE AMENDED AT ANY TIME BY POSTING THE AMENDED TERMS ON THE CUSTOM WEBSITES. ANY AMENDED TERMS WILL BE AUTOMATICALLY EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED. Custom reserves the right to terminate or suspend your use of the Custom Websites and/or the Custom Services if you do not comply with this Agreement (as defined below) or any other Custom policy or procedure, or for any other reason we determine, in our sole discretion. YOU AFFIRM THAT IF YOU ARE USING A CUSTOM WEBSITE ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE THIS AGREEMENT.

1. **About These Terms.** These Terms and Conditions govern any offer that you make or receive to sell your Product to us, whether through Custom’s Websites or otherwise. These Terms and Conditions, the terms that govern your use of Custom’s websites, including custombuyback.com (collectively, the “Custom Websites”), the Custom Services, and any and all applications included therein, and any supplemental terms or policies that accompany a specific transaction, feature, or application, collectively, make up an agreement between you and Custom (the “Agreement”). You acknowledge that this Agreement is in electronic form and has the same force and effect as an agreement in writing. In this Agreement, the term “you” or “your” means an individual or entity exercising rights under this Agreement.
2. **Requirements for Buy Back.** In order to complete a Buy Back or to complete any other transaction with Custom, you must: (i) provide true, up to date and accurate account information about yourself and any Product you submit to us; (ii) comply with all terms and conditions of this Agreement; (iii) comply with all applicable laws and regulations, including all import and export laws as described in Section 15 below; and (iv) be over eighteen (18) years of age and have the legal capacity to enter into agreements and to convey title and interest in any Product that you submit to us. In order to receive payments for any Products in connection with a Buy Back, you must provide us with information including a valid email address at which you are able to receive email, a valid postal address at which you are able to receive mail, and your first and last name. Custom shall not be responsible for communication errors should your contact information be inaccurate or incomplete. You are responsible for ensuring that you can receive emails from Custom and Custom is not responsible for any emails that were not received by you because they were blocked or filtered as spam. You understand and agree that if you fail to

provide us with accurate and up to date information about yourself: (a) we will not be responsible for any misapplied Buy Back payments or Buy Back payments sent to a wrong address, and (b) any unclaimed funds may be subject to collection by governmental authorities under applicable unclaimed funds and escheat laws. You agree that we have no obligation to you if any of your unclaimed funds are turned over to governmental authorities in accordance with applicable law. Notwithstanding the foregoing, if Custom opts to pay by check, said check may be valid for up to 90 days from initial check issuance. After that date, uncashed checks may become stale-dated and voided; if a new check needs to be issued, a service fee will be deducted from the original check total to cover stop payment and/or processing fees.

3. **Product Eligibility.** Custom determines, in its sole discretion, which Products are eligible for purchase by or through the Custom Services and/or Custom Websites and for which eligible Products Custom will provide an offer or sell. Custom may terminate the eligibility of certain Products at any time and without advance notice.
4. **Condition for Buy Back.** Custom uses six (6) basic Product conditions to grade Products for Buy Back, to wit: “Brand New,” “Like New,” “Good,” “Fair,” “Damaged,” and “Broken.” Conditions can vary widely between categories and types of Products. Products shall be graded by Custom in its sole and absolute discretion. Condition definitions and categories are subject to change at Custom’s sole and absolute discretion. If you are uncertain about your Product’s condition, please seek guidance by contacting Custom’s customer care.
5. **Product Valuation.** All offers will be based on Custom’s own determination of the Product value in reliance on the accuracy of the information you supply us. Custom will use its discretion to determine the Product value, weighing factors that may include the Product’s model, functionality and condition and whether necessary Product accessories have been provided by you. Upon receiving an offer, you have the option of accepting or rejecting that offer. Acceptance indicates you are willing to provide your Product to Custom at the offered price. If you do not accept Custom’s offer, the specific transaction expires. If after rejecting the offer you change your mind and want to accept the offer, you will need to open another transaction with us at which point, assuming the Product is still eligible for purchase, the new offer may be different as Product prices are subject to change.
6. **Fitness for Sale; Phone and Internet Service.** You must have all right, title, and interest in any and all Products you seek to sell to Custom and all Products must be able to be activated for new service (unless the Product is incapable of being activated because it is in “Broken” condition). You promise that the Products and the sale and shipment of such items to Custom: (a) meet the aforementioned required conditions, (b) will comply with all applicable laws, statutes, ordinances, including without limitation all import and export laws as described in Section 15 below, (c) do not and will not infringe on third party intellectual property rights (including copyrights, trademarks, patents, trade secrets, or other proprietary rights), and (d) are not and will not be counterfeit, stolen, or fraudulent. You represent and warrant that the Products 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 Custom Services, you agree to indemnify and hold harmless Custom and the Custom Parties (defined below) from and against all claims, causes of action, liabilities, or losses (including but not limited to attorneys’ fees) sustained or incurred by any one or more of Custom and the Custom Parties arising out of or

relating to any breach or falsity of your representations, warranties, and covenants, whether said recoverable damages arise out of direct or third party claims. It is your responsibility to discontinue phone, Internet, and/or any similar service on your Product prior to selling it to Custom. Custom is not responsible for any service charges related to your Product, whether you incur such charges before, during, or after your use of the Custom Services. It is also your responsibility to remove any security codes that would prevent use of any Product.

7. **Sending Custom Your Product for Buy Back or Return.** When packaging your Product, be sure to include all materials included in your description when we calculated your offer for Buy Back. For Buy Back, this may include software, accessories, adapters, and manuals. Failure to include any items you told us about when the offer was calculated, or sending us a Product which does not match your original description, may impact the final value of your Product and may result in a revised offer. If you send us a Product that has unpaid bills, invoices, fees, or charges associated with it (including but not limited to “outstanding balance status” or the like with a carrier), then you shall (i) indemnify and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, losses, and liabilities (including attorneys’ fees) incurred or sustained by any one or more of Custom and the Custom Parties arising out of or relating the same, whether said recoverable damages arise out of direct or third party claims, and (ii) within seven (7) days of notification, pay us an amount sufficient to cover return shipping to you plus a \$50 processing fee. If you fail to pay the amounts called for in (ii) above within said timeframe, then Custom shall have the option of paying you the “Broken” price for the Product. If you send us a Product that is stolen or has been reported lost, stolen, or blacklisted, then (i) you shall indemnify and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, losses, and liabilities (including attorneys’ fees) incurred or sustained by any one or more of Custom and the Custom Parties arising out of or relating the same, whether said recoverable damages arise out of direct or third party claims, and (ii) Custom may dispose of the Product at its sole and absolute discretion, including but not limited to providing the Product to law enforcement or returning to you upon your payment of an amount sufficient to cover return shipping plus a \$50 processing fee.
8. **Removing Data from Your Product.** For Products involving devices that store files and/or personal data on hard drives, memory chips, or the like, you must back up and store any data you wish to keep from your Product and remove any personal information from the Product before you send your Product to us for Buy Back. Custom’s standard practice is to remove all such data from the Product upon receipt via internal logical sanitization; devices that cannot be logically sanitized internally are sent downstream to a qualified external vendor for shredding. By sending Custom the Product, you agree to release us from any claim as to the Product, the data stored in such Product, or any information on any media used in conjunction with the Product and which you send to Custom (whether in connection with a Buy Back), or for such data’s security, integrity, confidentiality, disclosure, or use.
9. **Product Inspection; Offer Recalculation.** Your Buy Back Product must be delivered to the carrier within seven (7) days after you accept the original offer provided by Custom (the “**Delivery Period**”) or the offer shall automatically expire. Packing and shipping recommendations provided to you by Custom should be followed in order to avoid possible damage to or loss of the Product in transit. Custom will inspect all Products that are received. Custom has the option to accept or reject the Product, including without limitation, to reject

any Product not conforming to the description you provided to us, any Product modified in such a way that it no longer conforms to the original factory specifications, any Product no longer complying with applicable laws or regulations (e.g., FCC rules, etc.), and/or any Product damaged or lost in transit. If Custom rejects the Product for any of these reasons, the original offer automatically expires and is rescinded. Custom reserves the right to revoke the original offer and provide a revised offer for the Product if: (a) the Product and/or materials are not as described, (b) the Product is received by Custom after the Delivery Period, and/or (c) Custom receives Product(s) that are different from those identified when your offer was calculated. As described above, Custom typically honors the offer price you receive for your Product for a period of seven (7) days; sometimes for a longer period of time in connection with a temporary extended price-lock offer (each a “**Price-Lock Offer**”). Notwithstanding any Price-Lock Offer, Custom always reserves the right to recalculate the original offer price and provide a revised offer for the Product if, during the Price-Lock Offer period, the market price for your Product has declined by more than thirty percent (30%). Custom shall determine the market price during such applicable period and whether there has been any such decline in its sole discretion. If you elect not to accept the recalculated offer price, your Product will be returned to you.

10. **Recalculated Product Offers after Inspection.** In the event Custom recalculates the offer it provided for the Product after it has been received and inspected for Buy Back as described above, you shall have the option of accepting or rejecting the new offer. If you accept the new offer, you will be paid in normal course and in accordance with this Agreement. If you reject the new offer, Custom will return the Product to you at the address from which it was originally sent. Custom will give you a period of seven (7) days after Custom presents you with a recalculated offer via email at the address you provided to accept or reject the new offer (the “**New Offer Period**”). However, if the new offer is neither affirmatively accepted nor rejected by you during the New Offer Period, the new offer will be deemed to have been accepted by you and you will be paid the new offer price in the normal course and in accordance with this Agreement. For the avoidance of doubt, your acceptance of the original offer and/or any new offer is final and you may not change your mind later about accepting such offer.
11. **Releasing Rights to Product.** Once you send Custom your Product for Buy Back, Custom cannot and does not guarantee that it will be able to honor any request for return of the Product and/or any data or information contained in such Product; indeed, Custom’s standard practice is to remove all data and information from the Product upon receipt via internal logical sanitization and therefore any return of the Product will not include data and information that could be logically sanitized. Subject to the foregoing, if Custom rejects the Product or you do not accept any new offer for the Product pursuant to Sections 9 and 10 (“**Return Circumstances**”), your Product will be returned to you as set forth in Sections 9 and 10.
12. **Risk-Of-Loss.** You remain responsible for the risk-of-loss for the Products sent to Custom for Buy Back until delivery of the same to Custom. You are responsible for any damages that may occur to your Product while in transit. Custom is responsible for risk-of-loss when it opens the packaging containing your Product and ceases in the event Custom returns your product to you for any reason. For the avoidance of doubt, in such event, risk of loss will be transferred to you once Custom delivers the package to the carrier for return to you and you will bear the risk-of-loss while the Product is in transit.

13. **Passing of Title.** Title to the applicable Product sent to Custom for Buy Back passes to Custom upon Custom's acceptance of the Product for the original offer or the new offer, as applicable. If there is a Return Circumstance, title shall not pass and shall remain with you.
14. **Non-Transferable.** Any offer by Custom for your Product for Buy Back is non-transferable and not redeemable for any other consideration other than what is offered by Custom.
15. **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 foreign government agency or authority, and that you will not directly or indirectly transfer any Product without proper authorization from the U.S. and/or foreign government. You bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules, and orders, and for obtaining all necessary authorizations and clearances in order to convey any Product to Custom in connection with a Buy Back, including without limitation, valuation, classification, and duties applicable with the import of any goods. Please note: U.S. trade sanctions administered by the Office of Foreign Assets Control (OFAC) generally prohibit the importation into the United States (including U.S. territories), either directly or indirectly, of most goods, technology, or services (except information and informational materials) from, or which originated from Cuba, Iran, Iraq, Libya, North Korea, Serbia, or Sudan; from foreign persons designated by the Secretary of State as having promoted the proliferation of weapons of mass destruction; named Foreign Terrorist Organizations; designated terrorists and narcotics traffickers. You may not offer or provide to Custom for sale, any Products that would violate the provisions of this Section 15.
16. **Promotions.** From time to time, and at Custom's sole discretion, Custom may offer promotional programs as an incentive to customers. Promotions applicable to payments are applied as an increment to the final value of a customer's Product, but they are not considered a change in that final 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. Custom reserves the right, in its sole discretion, to cancel or refuse promotions.
17. **Accuracy of all Information.** Custom makes every effort to ensure the accuracy of all information you receive in relation to your Product. From time to time, however, there may be typographical errors, technical inaccuracies, pricing or other errors or omissions. As such, and notwithstanding anything contained in this Agreement to the contrary, Custom reserves the right, at any time prior to payment to you, to: (a) Correct an error; (b) Change the offer - In the event the Product has already been sent to Custom for Buy Back, the changed offer will become a new offer subject to the processes set forth in Section 9 and Section 10. Otherwise, the changed offer will be a re-issued original offer, which you may accept or reject; (c) Void a transaction - If the Product was already sent to Custom, Custom will be deemed to have rejected the Product resulting in a Return Circumstance subject to Section 11.
18. **Privacy.** Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

19. **Electronic Notices and Transactions.** You agree to transact with us electronically, including without limitation, agreeing to terms and conditions or offering to sell your Product by electronic means. You authorize Custom to provide you with terms and important notices about Custom and your transactions to an email address you provide to us or by posting notices on an applicable page on www.custombuyback.com. 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 spam filters or other types of email blocking functionalities. If you no longer desire to transact electronically with us, you may no longer use the Custom Websites.
20. **Access.** You are responsible for obtaining at your own expense all equipment and services needed to access and use the Custom Websites and the Custom Services, including all devices, Internet browsers, and Internet access. If you access the Custom Website and the Custom Services through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging, and other wireless access or communications services.
21. **Use of Custom Services.** By using Custom Websites, you agree not to (i) access any of the Custom Services by any means (including, without limitation, by use of scripts, web crawlers or similar methods) other than through the user interface provided by Custom; and (ii) engage in any other activity that interferes with or disrupts the Custom Services or performance of the Custom Websites.
22. **No Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE CUSTOM SERVICES AND WEBSITES “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE,” WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. WE DISCLAIM 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 CUSTOM WILL MEET YOUR REQUIREMENTS.
23. **Limited Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CUSTOM, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OWNERS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, DISTRIBUTORS, OR CONTRACTORS (COLLECTIVELY, THE “**CUSTOM PARTIES**”) BE LIABLE TO YOU, YOUR REPRESENTATIVES, OR YOUR AFFILIATES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR SPECIAL DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO OR USE OF THE CUSTOM SERVICES AND/OR CUSTOM WEBSITES), REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CUSTOM OR THE CUSTOM PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (E.G., CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COLLECTIVE MAXIMUM AGGREGATE LIABILITY OF

CUSTOM AND THE CUSTOM PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO YOUR ACCESS TO OR USE OF THE CUSTOM SERVICES AND/OR CUSTOM WEBSITES), WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF (I) THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO YOU PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (II) \$100. THE EXCLUSIONS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

24. **Indemnity.** You agree to indemnify, defend, and hold harmless Custom and the Custom Parties from and against any and all claims, causes of action, liabilities, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur or sustain arising out of or relating to your violation or breach of any terms under this Agreement, whether said recoverable damages arise out of direct or third party claims. 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.
25. **Entire Agreement/No Waiver.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or be used in determining the intent of the parties to it. No waiver by Custom of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Sections 6, 8, 11, 13, 15, 18, 19 and 22 through 29 shall survive termination of this Agreement.
26. **Correction of Errors and Inaccuracies.** The Custom Websites and any correspondence related to a transaction may contain typographical errors or other errors or inaccuracies and may not be complete or current. Custom therefore reserves the right to correct any errors, inaccuracies, or omissions and to change or update the same at any time without prior notice. Custom does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.
27. **Modification.** Custom reserves the right to modify this Agreement at any time. If you do not agree to the changes, you may discontinue using the Custom Websites and/or the Custom Services. Your continued use of any Custom Website and/or Custom Services after any such changes take effect constitutes your acceptance to such changes. Each time you submit a Product for sale to Custom, you reaffirm your acceptance of this Agreement as in effect at the time of such use. You are responsible for reviewing this Agreement each time you use the Custom Websites and/or the Custom Services. The last date this Agreement was revised is set forth below.
28. **Applicable Law and Venue.** THIS AGREEMENT AND THE TERMS OF SALE AND TRANSFER OF TITLE OF YOUR PRODUCT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH MISSOURI 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. BY (A) CLICKING “ACCEPT”, (B) SENDING CUSTOM A PRODUCT, OR (C) USING ANY CUSTOM WEBSITE AND/OR CUSTOM SERVICES, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE FILED ONLY IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF MISSOURI SITTING IN ST. LOUIS COUNTY, AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF THIS AGREEMENT. ALL DISPUTES MUST BE ADJUDICATED IN THE ENGLISH LANGUAGE.

29. **Waiver of Jury Trial.** You acknowledge and agree that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, you irrevocably and unconditionally waive any right you may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

If you have any questions, concerns, or suggestions regarding the above Agreement, please feel free to email info@custombuyback.com.

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