

# Mobile Carrier Liquidations Terms of Purchase

**Last Updated: January 29th, 2025**

These AT&T Mobility Terms of Purchase (the "Agreement") are between AT&T Mobility LLC ("AT&T") and you and the entity you represent, as applicable, ("you" or "Listing Participant") and shall be effective as of your acceptance of this Agreement by checking the "I agree" box on the Site (as defined below).

WHEREAS, from time to time AT&T holds auctions or otherwise offers for sale (each, a "Listing") used and/or returned wireless devices and other equipment and accessories ("Inventory Products") on AT&T's online marketplace located at (<https://bstock.com/mobilecarrier/>) (the "Site"), hosted and configured by B-Stock Solutions, LLC ("B-Stock"); and

WHEREAS, the Listing Participant desires to participate in Listings as a prospective buyer on the Site; and

WHEREAS, AT&T requires Listing Participants to agree to the following terms and conditions prior to being permitted to view, bid upon, or purchase Inventory Products from the Site participate in a Listing.

NOW, THEREFORE, for and consideration of the promises herein contained, and other good and valuable consideration, Listing Participant agrees as follows:

1. Listing Participant's eligibility to participate in a Listing is subject to AT&T's criteria for approval to participate.
2. Listing Participant shall maintain at all times a valid resale certificate and shall provide such certificate to AT&T upon request.
3. To be eligible to be awarded a Listing, Listing Participant's bid must (1) exceed the reserve amount and all other submitted bids and (2) be accepted by AT&T at its sole discretion. Once AT&T accepts a bid for Inventory Products, it shall be a binding agreement pursuant to which Listing Participant shall purchase and pay for such Inventory Products.
4. All sales are final and all Inventory Products is sold to the Listing Participant "AS IS" and without any warranty of any kind, express or implied. AT&T specifically disclaims all other warranties and representations, including those of merchantability, fitness for a particular purpose, title, non-infringement, or any warranty arising by usage or trade or course of dealing.
5. AT&T may cancel a Listing at any time for any reason.

6. If Listing Participant is the successful bidder of Inventory Products:
  - a. AT&T Intellectual Property II, LP ("AT&T IP") shall grant a one time, nonexclusive, non-assignable, royalty-free permission to use the AT&T Logos located on the branded Inventory Products solely in the US and solely to resell such Inventory Products to end user, however Listing Participant shall:
    - i. Acknowledge that AT&T IP exclusively owns the AT&T Logos;
    - ii. Not use the AT&T Logos other than that as described in this Agreement requires written approval from AT&T IP;
    - iii. When space permits, use the following caption: "Use of the AT&T Logos is granted under permission by AT&T IP;
    - iv. Agree that all benefit derived from the use by Listing Participant of the AT&T Logo shall inure to the benefit of AT&T IP as the owner;
    - v. As consideration of the trademark license rights granted to the Buyers, consent to a % payment to AT&T be redirected to AT&T Intellectual Property II, LP; and
    - vi. Not resell any such Inventory Products outside of the United States until Listing Participant removes, at its cost, all names, trademarks, service marks or logos owned by AT&T from the Inventory Products.
  - b. Remove all customer proprietary network information ("CPNI") (as that term is defined in Section 222 of the Communications Act of 1934, 47 U.S.C. 222, as amended) and any personal data, including but not limited to usage data, content and/or applications ("AT&T User Data") from purchased Inventory Products.
  - c. Strictly control access to all CPNI and AT&T User Data and limit that access to employees, agents, subcontractors of Listing Participant on a need to know basis. Listing Participant will immediately notify AT&T upon its discovery of any breach, or potential breach in security of CPNI or AT&T User Data.
  - d. Listing Participant warrants that it will take the necessary steps to remove from devices all of the following but not limited to CPNI, AT&T User Data, personal information, apps, and personal content ("Clear") in a facility located within the United States. Listing Participant will further warrant that it will validate that all devices has been Cleared of Customer Information before shipping outside the United States. Listing Participant will provide a record of Clearing to AT&T upon request.
  - e. Listing Participant warrants that all Customer Information has been removed from any device prior to device sale. Listing Participant further warrants that only devices meeting all Clearing requirements shall qualify for resale.

7. Listing Participant shall provide AT&T with documentation of its processes for removal of CPNI from purchased Inventory Products ("CPNI Removal Process"). If Listing Participant is the successful bidder at a Listing, Listing Participant shall, upon AT&T's request, provide AT&T with a written certification of its compliance with Listing Participant's CPNI Removal Process in connection with such purchase. Listing Participant will promptly notify AT&T of any material revision or change to its CPNI removal processes.
8. When reselling AT&T branded Inventory Products, Listing Participant shall include only such batteries as are of OEM grade and quality. Listing Participant shall, under no circumstances, include an aftermarket battery that excludes a safety chip.
9. AT&T will unlock/provide codes for 95% of each lot of phones sold, provided the request is submitted according the AT&T's Device Unlocking Terms.
10. AT&T may, at its sole discretion, suspend or terminate Listing Participant's eligibility to participate in a Listing at any time and for any reason.

#### 11. Conditions to Sale; Payment

- a. Purchase Price. In consideration for Listing Participant payment of the Purchase Price, AT&T hereby agrees to sell to Listing Participant such Inventory Products for which Listing Participant have posted the winning bid pursuant to Listing Participant compliance with the terms set forth in this Agreement, Email Notification, and Invoice from AT&T. Listing Participant must pay the Purchase Price for the Inventory Products by wiring or sending via American Express the full amount of the Purchase Price to the bank account set forth in the wiring or payment instructions in the Invoice, within 2 business days after end of a Listing. Listing Participant's failure to pay the Purchase Price means that the Winning bid will be forfeited and AT&T has the right to relist the Listing or sell to the next highest bidder in its sole discretion. Nothing in this Agreement shall otherwise obligate AT&T to sell Inventory Products to Listing Participant.
- b. Taxes. AT&T will collect and Listing Participant shall be responsible for payment of all applicable state and local taxes in connection with purchases hereunder. Listing Participant is also responsible for all shipping costs and any other expenses incurred in connection with purchases hereunder.
- c. Canceled Bids and Purchases. AT&T reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason.
- d. While AT&T strives to provide accurate product and bid information ("Listing Data"), typographical or system errors may occur. In the event that bids for Inventory Products are incorrectly listed or Inventory Products are listed with incorrect information due to an error in quantity

or other product information, AT&T shall have the right, at its sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that AT&T must cancel a bid or purchase, AT&T will cancel Listing Participant bid or purchase and notify the Listing Participant by email of such cancellation. Accessories such as cables, batteries, and original boxes, will not be included unless specifically delineated in the Listing Data.

- e. Payment Terms. Listing Participant shall submit the Purchase Price to AT&T under the payment terms set forth in the Email Notification, Invoice, and on the Site. AT&T may revise the payment terms from time to time in its sole and absolute discretion upon notice to Listing Participant; provided, however, that any change to payment terms will not be effective for any then-pending sale but will only be effective for sales subsequent to such notice. Upon payment, AT&T will sell, assign, transfer and convey to Listing Participant all of AT&T's right, title and risk of loss to Listing Participant immediately.
- f. Identification of AT&T. Listing Participant shall not sell, lease or otherwise transfer or dispose of any of the Inventory Products, unless Listing Participant first Demanufactures such Inventory Products. "Demanufacture" means, in accordance with AT&T's specifications, to remove, all of the identifying marks, including, but not limited to, AT&T's or its affiliates' names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging and Inventory Product.
- g. Listing Participant will not have access to any AT&T customer information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, if the Listing Participant receive any such information that may be included with the Inventory Products, Listing Participant warrants it will not use such information and agree to promptly notify AT&T and then remove, delete, and destroy all such information after agreement from AT&T. Listing Participant shall not under any circumstances (i) identify AT&T, its parent or any of its affiliates or divisions as the source of the Inventory Products; (ii) advertise the Inventory Products using any name relating to AT&T, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to AT&T or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory Products using any name related to AT&T's suppliers.

## 12. Shipment and Acceptance of Inventory products

- a. Removal and Shipment of Inventory Products. Unless the Listing or a notification to the Listing Participant specifies different terms regarding the removal and shipment of Inventory Products, the following terms of

this Section shall apply. The Inventory Products purchased by Listing Participant shall be made available to Listing Participant for receipt at the AT&T facility identified in the Email Notification (the "Inventory Location") at a time mutually agreed to by Listing Participant and AT&T (the "Pickup Time"). Listing Participant or your agent must schedule the Pickup Time by contacting AT&T's third party logistics provider pursuant to the instructions set forth in the Notification Email. Listing Participant shall be solely responsible for removal of the Inventory Products from AT&T's premises and for all shipping arrangements (including, without limitation, permits, costs and licenses), expenses (including, but not limited to, insurance) and labor. Listing Participant employees, equipment, and property, and that of your agents, enter and remain on AT&T's premises entirely at your risk as regards any and all hazards. While on AT&T's premises, your employees and agents must observe all of AT&T's rules and regulations. Listing Participant shall remove all Inventory Products from the Inventory Location within three (3) business days of receiving notice from AT&T that the Inventory Products are ready for pick-up. If Listing Participant fail to remove such Inventory Products within this time, AT&T, in its sole discretion, may choose to keep such Inventory Products, list such Inventory Products on the Site and refund to Listing Participant the Purchase Price Listing Participant paid to AT&T less (i) a storage charge of \$10 per pallet per each of the days AT&T held the Inventory Products for Listing Participant after Listing Participant registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

- b. Acceptance. Listing Participant's acceptance of possession of the Inventory Products from AT&T pursuant to this section shall constitute an unqualified acceptance of the Inventory Products and a waiver by Listing Participant of all claims with respect thereto. All sales are final unless otherwise determined by AT&T at their sole discretion.
13. Listing Participant shall (i) submit all required documentation; (ii) remit payment for the purchased Inventory Products by wire transfer or American Express to AT&T; and (iii) complete the checkout process within two (2) business days upon Listing Participant's receipt of email bid award notice. AT&T is not obligated to release purchased Inventory Products for shipment until AT&T has received the required documentation and full payment.
14. Expenses associated with transporting and insuring purchased Inventory Products are the responsibility of Listing Participant. Title and risk of loss of purchased Inventory Products pass to Listing Participant upon payment of Inventory Products provided by the AT&T identified third party logistics provider. Listing Participant or your agent shall have the right to count the number of pallets containing the Inventory Products to confirm the quantity of pallets matches the shipping manifest prior to accepting possession. You expressly

acknowledge and agree that you shall have no right to refuse or return the Inventory Products after accepting possession of the Inventory Products at the Inventory Location

15. Listing Participant shall maintain complete and accurate records relating to its performance of its obligations under this Agreement. AT&T shall have the right to request at any time such records as are necessary to verify compliance with the terms hereof. AT&T shall also have the right to review at Listing Participant's premises no more than once a year, during normal business hours, such records as AT&T deems necessary to verify compliance with the terms hereof. Such review shall include the right to inspect and photocopy Listing Participant's records. AT&T shall give Listing Participant five (5) business days advance written notice of its intent to review Listing Participant's records.
16. Compliance with Laws.
  - a. Listing Participant is solely responsible for compliance with any and all laws applicable to its purchase, use, resale, distribution or disposal of any Inventory Products purchased pursuant to this Agreement.
  - b. Listing Participant agrees to fully comply with all applicable export control laws, regulations, rules, and orders of the United States or anywhere in the world, and will not export, reexport, release, or transfer, directly or indirectly, any commodities, software, or technology, including any Inventory Product, for any proscribed end-use; to any entity engaged in the manufacture of nuclear, biological, or chemical weapons, or missile technology; or to any proscribed country (including without limitation Cuba, Iran, North Korea, Sudan, or Syria), entity, or person (wherever located), including but not limited to those entities and persons listed on the U.S. Government's Denied Persons List, Unverified List, Entity List, Debarred Parties List or Specially Designated Nationals List, without first obtaining at its own expense written authorization from the U.S. Government authorizing such export, reexport, release, or transfer.
  - c. Listing Participant represents, warrants and covenants that it will comply with all applicable federal, state and local laws, statutes, acts, ordinances, rules, codes and regulations, guidance, circulars, executive orders and other official releases of or by any government, or any regulatory or other authority, department or agency thereof, in any applicable jurisdiction anywhere in the world in connection with the Inventory Products, including, but not limited to, those applicable to refurbishing, reselling, recycling and any other disposition and/or treatment, use or disposal of used consumer electronics (in whole or in part).
17. Listing Participant shall indemnify, hold harmless, and defend AT&T and its affiliates, and their agents and employees, against any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, arising from or in connection with, or resulting from: (i) any sale, use or handling of the Inventory

Products, including any recall of the Inventory Products, (ii) any infringement or misappropriation of any proprietary right by Listing Participant, (iii) Listing Participant's acts or omissions with respect to Inventory Products purchased hereunder, or (iv) for Listing Participant's noncompliance with any term of this Agreement. Listing Participant's duty to indemnify, hold harmless, and defend AT&T against any loss extends to such loss as may be caused or alleged to be caused in part, by the negligence of AT&T, to the fullest extent that such indemnification is permitted by applicable law. Listing Participant acknowledges and agrees that AT&T shall have no obligation to indemnify, hold harmless and defend Listing Participant or any of its agents, employees, affiliates, contractors or representatives or customers for anything whatsoever under this Agreement including with respect to AT&T's provision, distribution of sale of Materials, and Listing Participant's provision, distribution, use and/or re-sale of materials hereunder.

18. Confidential Information. Listing Participant acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning AT&T's business that is confidential and of substantial value to the AT&T, which value would be impaired if such information were disclosed to third parties. In particular, the Listing Participant hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to AT&T. Listing Participant will protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms of Purchase. You may not make any public announcement about these Terms of Purchase without AT&T's prior written approval and consent.
19. You agree that AT&T's reputation would be irreparably harmed by your failure to Clear any and all data from each Inventory Product (other than data required to operate the Inventory Product) prior to sale or other disposition (each such product, an "Unwiped Product"). You agree that in the event you permit any Unwiped Products to be subsequently resold and any personally identifiable information is made available publicly or to any other third party, it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by your breach of your obligation to remove such data ("Liquidated Damages Breach"). Therefore, in addition to any non-monetary or other remedies under this Agreement for Liquidated Damages Breach, AT&T will recover, as reasonable liquidated damages and not as a penalty, the amount of \$7,500 per Unwiped Product.. Listing Participant agree that (a) nothing in this section is intended to limit AT&T's right to obtain injunctive and other equitable relief as may be appropriate, be it for a Liquidated Damages Breach or any other breach of this Agreement, (b) the liquidated damages set forth above is not an exclusive remedy nor a limitation on any monetary damages AT&T is otherwise entitled to recover for any breach of this Agreement other than a Liquidated

Damages Breach and (c) you are not relieved of any obligation to defend, indemnify and hold AT&T harmless as set forth in this Agreement.

20. Force Majeure. AT&T shall not be liable to Listing Participant for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within AT&T 's reasonable control, whether or not of the kind specifically enumerated above.
21. No delay or omission by AT&T to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by AT&T of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by AT&T.
22. The laws of the State of Texas (excluding any laws that direct the application of another jurisdiction's law) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement.
23. Listings shall be governed by this Agreement and B-Stock's Terms of Use located at <https://bstock.com/terms-of-use> ("B-Stock Terms") . In the event of a conflict between this Agreement and the B-Stock Terms of Use regarding Listing Participant's relationship with AT&T, the terms and conditions of this Agreement shall control.
24. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force.
25. By opting into the AT&T Mobility Auction program, you will receive messages regarding your account. Message and data rates may apply. You may opt out at any time by texting STOP to 55408. By sending STOP to 55408, you agree to one additional confirmation message stating that you've opted out and will no longer receive messages from AT&T. To get help, text HELP to 55408. For questions regarding this message please send inquiry to [g08969@att.com](mailto:g08969@att.com). You must be the mobile phone account holder or have permission from the account holder to use this service. Carriers are not liable for delayed or undelivered messages. If you do not want to receive text messages, please email [g08969@att.com](mailto:g08969@att.com) to make payments via wire payment.

**PARTICIPATING WIRELESS CARRIERS:**

Alltel AWCC, AT&T, Boost Mobile, Cellular One, Sprint, MetroPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Virgin Mobile USA and additional carriers where

available.

Please see below for additional information about our Terms, Conditions, and Privacy Policy.

#### Privacy Policy

User information will only be used for the service they have explicitly opted-in for and will not be used for other services provided on this short code.

User information will not be sold to a 3rd party.

User requests will not be used as a blanket opt-in to receive additional messages outside the context of the specific program they are opting in to.

This Agreement supersedes all prior oral and written communications, agreements and understandings of the Listing Participant and AT&T, if any, with respect to the subject matter contained in this Agreement.