

Cricket Liquidations Terms of Purchase

These Cricket Wireless LLC Terms of Purchase (the "**Agreement**") are between Cricket Wireless LLC ("**Cricket**") 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 Cricket holds auctions or otherwise offers for sale (each, a "**Listing**") used and/or returned wireless devices and other equipment and accessories ("**Inventory Products**") on Cricket's online marketplace located at <https://bstock.com/cricket/terms-of-purchase/> (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, Cricket 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 Cricket's criteria for approval to participate.
2. Listing Participant shall maintain at all times a valid resale certificate and shall provide such certificate to Cricket 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 Cricket at its sole discretion. Once Cricket 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 are sold to the Listing Participant "AS IS" and without any warranty of any kind, express or implied. Cricket 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. Cricket may cancel a Listing at any time for any reason.
6. If Listing Participant is the successful bidder of Inventory Products:
 - 6.1 AT&T Intellectual Property II, LP ("AT&T IP") shall grant a one time, nonexclusive, non-assignable, royalty-free permission to use trade names, trade dress, trademarks, insignia and brand ("Cricket 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:
 - 6.1.1 Acknowledge that AT&T IP exclusively owns the Cricket Logos;
 - 6.1.2 Not use the Cricket Logos other than that as described in this Agreement requires written approval from AT&T IP;
 - 6.1.3 When space permits, use the following caption: "Use of the Cricket Logos is granted under permission by AT&T IP";
 - 6.1.4 Agree that all benefit derived from the use by Listing Participant of the Cricket Logo shall inure to the benefit of AT&T IP as the owner;
 - 6.1.5 As consideration of the trademark license rights granted to the Buyers, consent to a percentage payment to Cricket be redirected to AT&T Intellectual Property II, LP; and
 - 6.1.6 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.
 - 6.2 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 ("Cricket User Data") from purchased Inventory Products. For clarity, Cricket will use all available means to remove as much CPNI as possible. If Inventory Products sold to Listing Participants retain any CPNI the Inventory Product will be destroyed by the Listing Participant and the Listing Participant will provide a Certificate of Destruction ("CoD") to Cricket upon completion of the Inventory Products' destruction.

6.3 Strictly control access to all CPNI and Cricket User Data and limit that access to employees, agents, subcontractors of Listing Participant on a need-to-know basis. Listing Participant will immediately notify Cricket upon its discovery of any breach, or potential breach in security of CPNI or Cricket User Data.

6.4 Listing Participant warrants that it will take the necessary steps to remove from devices all of the following but not limited to CPNI, Cricket 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 have been Cleared of Customer Information before shipping outside the United States. Listing Participant will provide a record of Clearing to Cricket upon request.

6.5 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 Cricket 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 Cricket's request, provide Cricket with a written certification of its compliance with Listing Participant's CPNI Removal Process in connection with such purchase. Listing Participant will promptly notify Cricket of any material revision or change to its CPNI removal processes.

8. Buyer Classification

8.1 Four (4) Classification of Buyers all together should be considered "Listing Participant."

8.1.1 R2 Certified Buyers that have an R2 Certified facility in the United States (each, an "R2 Certified Buyer").

8.1.2 R2 Certified Buyers that only have an R2 Certified facility outside of the United States (each, a "Non-US R2 Certified Buyer").

8.1.3 Non R2 certified Buyers are buyers that are located in the United States but are not R2 Certified (each a "Non R2 Buyer").

8.1.4 Non R2 certified Buyers located outside the United States and are not R2 Certified (each a "Non R2/Non-US Buyer").

8.2 Access to view, bid and purchase lots may be limited. For example, Non R2/Non-US Buyer will only be able to view, bid on and purchase functionally passed devices that are designated with a plus symbol "+" or any other functional symbol Cricket decides to use to signify a functionally tested and passed device.

9. R2 Certification

9.1 R2 Certified Buyer or Non-US R2 Certified Buyer (all together considered "R2 Buyer") warrants that it is, R2 Certified, that it will at all times remain R2 Certified, and that it has taken all necessary preparation and training for being R2 Certified and ensuring continued R2 Certification. R2 Buyer also warrants it will ensure annual maintenance of its R2 Certification by taking the necessary steps to renew its facility R2 License(s) and remain at all times in good standing under the R2 Standards. R2 Buyer further warrants that at the end of its R2 Certification term, R2 Buyer will take all necessary steps to recertify in a timely manner to ensure no interruption in R2 Certification.

9.2 R2 Buyer warrants that Clearing devices of Subject Data (including destruction where applicable) will only be conducted within R2 Buyer's R2 Certified facility(ies.). R2 Buyer warrants that it conforms to all provisions of R2 Standards and is current on all audits and oversight required by R2 certification and that all fees have been paid and all required documents have been signed to maintain this certification.

9.3 If for any reason R2 Buyer loses its R2 Certification, R2 Buyer agrees to notify Cricket in writing within 24 hours. Access to the totality of the products on Cricket's online Listing will be immediately suspended. Notwithstanding the suspension from the Listing, R2 Buyer shall continue to take all measures necessary to ensure the continued security of the Subject Devices and the Subject Data and have access to the functionally passed product available for liquidation from Cricket.

10. When reselling Cricket 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.

11. List Participant will obtain unlock codes from Cricket. The List Participant will exercise industry standard practices to avoid the reactivation of Inventory Products on the Cricket network. Cricket makes no guarantee of the viability of the unlock codes unlocking Inventory Products, unless Inventory Products are sold as "designated without codes."

12. Cricket may, at its sole discretion, suspend or terminate Listing Participant's eligibility to participate in a Listing at any time and for any reason.

13. Conditions to Sale; Payment

13.1 Purchase Price. In consideration for Listing Participant payment of the Purchase Price, Cricket 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 Cricket. Listing Participant must pay B-Stock the full purchase price for the Inventory Products by means solely determined by B-Stock. B-Stock will remit payment in full to Cricket via ACH, within three (3) business days after the Listing ends. Listing Participant's failure to pay the purchase price means that the winning bid will be forfeited and Cricket shall have the right to relist the Listing or sell to the next highest bidder at its sole discretion. Nothing in this Agreement shall otherwise obligate Cricket to sell Inventory Products to Listing Participant.

13.2 Taxes. B-Stock 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.

13.3 Canceled Bids and Purchases. Cricket reserves the right, at its sole discretion, to refuse or cancel any bid or purchase for any reason.

13.4 While Cricket 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, Cricket shall have the right, at its sole discretion, to refuse or cancel any purchases placed for such Inventory Products. In the event that Cricket must cancel a bid or purchase, Cricket 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.

13.5 Payment Terms. Listing Participant shall submit the purchase price to Cricket under the payment terms set forth in the email notification, invoice, and on the Site. Cricket may revise the payment terms from time to time at its sole discretion upon written 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, Cricket will sell, assign, transfer and convey to Listing Participant all of Cricket's right, title and risk of loss to Listing Participant immediately.

13.6 Identification of Cricket. 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. "Demanufactures" means, in accordance with Cricket's specifications, to remove, all of the identifying marks, including, but not limited to, Cricket'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.

13.7 Listing Participant will not have access to any Cricket 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 Cricket and then remove, delete, and destroy all such information after agreement from Cricket. Listing Participant shall not under any circumstances (i) identify Cricket, 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 Cricket, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to Cricket 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 Cricket's suppliers.

14. Shipment and Acceptance of Inventory Products

14.1 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 Cricket facility identified in the email notification (the "Inventory Location") at a time mutually agreed to by Listing Participant and Cricket (the "Pickup Time"). Listing Participant or Listing Participant agent must schedule the Pickup Time by contacting Cricket'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 Cricket'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 Listing Participants agents, enter and remain on Cricket's premises entirely at Listing Participant risk in regards to any and all hazards. While on Cricket's premises, Listing Participant employees and agents must observe all of Cricket's rules and

regulations. Listing Participant shall remove all Inventory Products from the Inventory Location within three (3) business days of receiving notice from Cricket that the Inventory Products are ready for pick-up. If Listing Participant fails to remove such Inventory Products within this time, Cricket, at 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 Cricket less (i) a storage charge of ten dollars (\$10) per pallet per day Cricket holds 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.

14.2 Acceptance. Listing Participant's acceptance of possession of the Inventory Products from Cricket 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 Cricket at its sole discretion.

15. Listing Participant shall (i) submit all required documentation; (ii) remit full payment for the purchased Inventory Products to B-Stock by means solely determined by B-Stock; (iii) B-Stock will remit payment in full to Cricket via ACH and (iv) complete the checkout process within three (3) business days upon Listing Participant's receipt of email bid award notice. Cricket is not obligated to release purchased Inventory Products for shipment until Cricket has received the required documentation and full payment.

16. 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 Cricket identified third party logistics provider. Listing Participant or Listing Participant 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. Listing Participant expressly acknowledge and agrees that Listing Participant shall have no right to refuse or return the Inventory Products after accepting possession of the Inventory Products at the Inventory Location.

17. Listing Participant shall maintain complete and accurate records relating to its performance of its obligations under this Agreement. Cricket shall have the right to request at any time such records as are necessary to verify compliance with the terms hereof. Cricket 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 Cricket deems necessary to verify compliance with the terms hereof. Such review shall include the right to inspect and photocopy Listing Participant's records. Cricket shall give Listing Participant three (3) business days advance written notice of its intent to review Listing Participant's records.

18. Compliance with Laws

18.1 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.

18.2 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.

18.3 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).

19. Listing Participant shall indemnify, hold harmless, and defend Cricket 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 Cricket against any loss extends to such loss as may be caused or alleged to be caused in part, by the negligence of Cricket, to the fullest extent that such indemnification is permitted by applicable law. Listing Participant acknowledges and agrees that Cricket 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 Cricket's provision, distribution of sale of materials, and Listing Participant's provision, distribution, use and/or re-sale of materials hereunder.

20. 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 Cricket's business that is confidential and of substantial value to the Cricket, 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 Cricket. Listing Participant will protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under this Agreement. Listing Participant may not make any public announcement about this Agreement without Cricket's prior written approval and consent.

21. Listing Participant agrees that Cricket's reputation would be irreparably harmed by Listing Participants 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 "Un-wiped Product"). Listing Participant agrees that in the event Listing Participant permit any Un-wiped 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 Listing Participants breach of Listing Participants 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, Cricket will recover, as reasonable liquidated damages and not as a penalty, the amount of \$7,500 per Un-wiped Product. Listing Participant agrees that (a) nothing in this section is intended to limit Cricket'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 Cricket is otherwise entitled to recover for any breach of this Agreement other than a Liquidated Damages Breach and (c) Listing Participant is not relieved of any obligation to defend, indemnify and hold Cricket harmless as set forth in this Agreement.

22. Force Majeure. Cricket 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 Cricket's reasonable control, whether or not of the kind specifically enumerated above.

23. No delay or omission by Cricket 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 Cricket 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 Cricket.

24. Governing Law. 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.

25. 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 Cricket, the terms and conditions of this Agreement shall control.

26. Severability. 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.

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 Cricket, if any, with respect to the subject matter contained in this Agreement.