

MyWiT® Terms of Sale

Terms of Sale Agreement

CWork Solutions, LP ("CWork," "we," or "us") offers services through which you may purchase Devices such as used and refurbished cellular phones, tablets, and headphones. You must agree to abide by the following terms in order to use CWork's services or Websites or purchase Devices from the Website. BY SETTING UP AN ACCOUNT, OR BY USING CWORK'S WEBSITES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY BE AMENDED AT ANY TIME BY US POSTING THE AMENDED TERMS ON THE CWORK WEBSITES. ANY AMENDED TERMS WILL BE AUTOMATICALLY EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED. CWork reserves the right to terminate or suspend your use of our Websites and/or services if you do not comply with this Agreement, or for any other reason we determine, in our sole discretion.

1. **About These Terms.** These terms govern any Device/s you purchase from CWork's Website. These terms, the terms that govern your use of our websites, our 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 us. 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 Purchase.** In order to complete a transaction with CWork, you must: (i) Create an account with us; (ii) Provide true, up to date and accurate account information and information regarding purchasing from us; (iii) Comply with all terms and conditions of this Agreement; (iv) Comply with all applicable laws and regulations (v) Purchase for individual use or on behalf of a CWork-approved and authorized entity for bulk sales; and (vi) Be over eighteen (18) years of age and have the legal capacity to enter into agreements. For bulk purchases, you must provide us with a completed and accurate MyWiT Business to Business Buyer Application and attest that any devices purchased shall only be resold within the United States and that you shall not export any devices purchased. You are also required to update material information in the questionnaire should the information change. You may update your information by contacting us at certifiedphonesupport@assurant.com. CWork will not receive or store your credit card information.

CWork 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 CWork and CWork is not responsible for any emails that were not received by you. You agree that if you fail to provide us with accurate and up to date information: (a) we will not be responsible for any Devices 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.

The following terms also apply to any purchase transaction:

- **Credit Card** – Your credit card will be charged by Us when your order is placed. Payment is due in full at the time of purchase.
- **Sales Tax** – State Sales Tax will apply to all items shipped to jurisdictions in which we are legally obligated to collect sales tax.
- **Shipping Policy** - See current Shipping Policy located at <https://www.mywit.com/shipping-policy/>.
- **Returns Policy** - See current return policy located at <https://www.mywit.com/return-policy/>

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- **Consumables** - Consumables such as batteries have a limited lifespan and may not function in a like-new manner. Even though we thoroughly test each device we still cannot guarantee consumable working like-new. Please also be aware that some devices require a network or Wi-Fi connection, internet service, carrier service contract and/or data plans in order for the Device to be fully functional. These services and plans are not included in the purchase price and may not be provided by CWork.
 - **Device Pricing** - CWork determines prices based on factors, including market conditions, Device condition, and the number of units being purchased and therefore does not price match other Device sellers and does not provide price adjustments once a payment is complete. Prices for the same or similar Devices may vary between the CWork Websites and third-party marketplaces like eBay or Amazon.
 - **Device Availability** – Devices are not guaranteed to be available until the purchase order is accepted and confirmed by us. Notwithstanding the foregoing, we reserve the right to cancel any purchase order, prior to delivery of the Device, for any reason.
 - **Maximum Device Quantity** – CWork does not permit more than three (3) Device purchases per transaction. If you are interested in purchasing a greater quantity, please contact Customer Care.
 - **Partial Order Fulfillment** – If an order can only be partially filled, all available Devices will ship and CWork will provide an upgraded model if available or reimburse the difference to the original method of payment.
3. All Devices available for Purchase are, where applicable, eligible for activation on the carrier network identified for that particular device.
 4. **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 Device 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 import or export any Device, including without limitation, valuation, classification and duties applicable with the import or export of any goods.
 5. **Promotions.** CWork may offer promotional programs as an incentive to customers. Promotional programs have explicitly defined terms, qualifications, expiration, limitations, and restrictions. CWork reserves the right, in its sole discretion, to cancel, modify or refuse promotions.
 6. **Accuracy of all Information.** CWork makes every effort to ensure the accuracy of all information you receive in relation to your Device. From time to time, however, there may be typographical errors, technical inaccuracies, pricing or other errors or omissions. As such, you understand and agree that CWork shall not be liable for any compensatory, indirect, incidental, consequential, or special damages, loss of data, income or profit, loss of or damage to property, or any claims of you or other third parties whatsoever with respect to the accuracy of the information provided regardless of the legal theory on which the claim is based, whether based in contract, tort, negligence, warranty, detrimental reliance, or otherwise, even if we have been advised of the possibility of such damages including but not limited to damages whatsoever resulting from any events beyond our reasonable control, communications failure, unintentional inaccuracy of information or otherwise. Any use or derivative use of the information provided by us, is at your sole risk and liability. To the fullest lawful extent, in no event shall the maximum aggregate liability of CWork exceed the greater of (i) the amount paid, if any, by you to us, or (ii) \$100 for claims arising out of the use or derivative use of information provided by us. The limitations set forth will not limit or exclude liability

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for our gross negligence, fraud, or intentional malicious or reckless misconduct, or for personal injury or property damage caused by products you purchase from us.

7. **Privacy.** Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.
8. **Electronic Notices and Transactions.** In order to transact with us, you must agree, without limitation, to do business with us electronically and to receive information electronically instead of in paper form as described in this Consent. If you do not agree to the terms of this Consent, do not continue to use this Website, our services, or open an account with us; you cannot transact with us. "Communication" means any communication, transaction, notice, disclosure, terms, conditions, agreement, record, statement, advertisement, or other information that we provide to you, or that we ask you to provide to us. With regard to the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), you agree to do business and to enter into contracts with us electronically and to engage in electronic transactions with us, to receive and to provide Electronic Records, and to use electronic sounds, symbols, or processes as an electronic signature signifying your intent to be bound. You further agree that Electronic Records will be sufficient as "writings" under applicable law or regulation. Your consent to the receipt, provision, use, and exchange of Electronic Records applies not only to the particular transaction with respect to which you are accepting this Consent, but also to all future Communications. You agree to keep your email address 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. If you no longer desire to transact electronically with us, you cannot transact with us.
9. **Access.** You are responsible for obtaining at your own expense all equipment and services needed to access, transact, and use the CWork Websites and services, including all devices, Internet browsers and Internet access. If you access the CWork Website and 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.
10. **Use of Services.** By using CWork Websites, you agree not to (i) access any of the services by any means (including, without limitation, by use of scripts, web crawlers or similar methods) other than through the user interface provided by CWork; and (ii) engage in any other activity that interferes with or disrupts the services or performance of the CWork Websites.
11. **No Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE CWORK 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 US WILL MEET YOUR REQUIREMENTS.
12. **Limited Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CWORK OR CWORK PARTIES BE LIABLE FOR ANY COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR ANY CLAIMS OF YOU OR OTHER THIRD PARTIES WHATSOEVER WITH RESPECT TO YOUR TRANSACTIONS WITH CWORK UNDER THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED,

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WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CWORK AND THE CWORK PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE CWORK SERVICES AND CWORK WEBSITES EXCEED THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO US OR (II) \$100.

13. **Indemnity.** You agree to indemnify, defend, and hold harmless CWork from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation or breach of any representation, obligation or terms under this Agreement. 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 fully cooperate with our defense of such claim. You further agree to fully assist in the defense of any litigation, including pre-litigation and investigation.
14. **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 CWork of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
15. **Correction of Errors and Inaccuracies.** You understand and agree that from time to time, correspondence related to a transaction may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. CWork does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.
16. **Modification.** CWork reserves the right to modify this Agreement at any time. If you do not agree to the changes, you may discontinue using our Websites and/or services. Your continued use of same after any such changes take effect constitutes your acceptance to such changes. Each time you transact with us, 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 our Websites and/or services.
17. **Applicable Law and Venue.** BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE THAT THIS AGREEMENT AND THE TERMS OF SALE AND ANY ACTION AT LAW OR INEQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CONFLICT OF LAW RULES OR PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION. YOU IRREVOCABLY CONSENT AND WAIVE ALL OBJECTION TO PERSONAL JURISDICTION AND VENUE AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA AND THE STATE COURTS LOCATED WITHIN COBB

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COUNTY, GEORGIA, USA, AND YOU SHALL NOT COMMENCE OR PROSECUTE ANY SUIT OR ACTION EXCEPT IN THE FOREGOING COURTS.