

Trade In Program Terms and Conditions

Other World Computing, Inc. ("OWC") offers a Trade In Program for certain of your used Mac Product(s) ("Product"). The Trade In Program allows you to provide information to OWC online regarding your Product. OWC will then send you a quote to purchase your Product, along with instructions on how to ship your Product to OWC. Please note that by participating in the Trade In Program, you agree to be bound by the Trade In Program's terms and conditions.

YOU AGREE TO BE BOUND AND ABIDE BY THE FOLLOWING TERMS AND CONDITIONS IF YOU SET UP AN ACCOUNT TO PARTICIPATE IN THE TRADE IN PROGRAM:

1. Requirements

In order to complete the sale or recycling of your Product to or through OWC you must:

- Create an account with OWC;
- Provide accurate and current information about yourself and any Products you offer to OWC for purchase;
- Comply with all terms and conditions;
- Comply with all applicable laws and regulations;
- Transact on behalf of yourself and not on behalf of any one else; and
- Have the legal capacity to enter into agreements and to convey title and full ownership interest in any Product that you submit, to OWC.

In order to receive payment for Product(s) we purchase from you, you must provide us with a valid email address to receive email from OWC, a valid postal address, and your full first and last names. 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 payment or payment sent to a wrong address, and (b) any unclaimed funds may be subject to collection by governmental authorities under applicable unclaimed funds laws. You agree that OWC has no obligation to you if any of your unclaimed funds are turned over to governmental authorities.

2. Product Eligibility

While OWC strives to provide a quote on all Product(s) you may wish to sell or recycle, OWC determines, in its sole discretion, which Products it will purchase, recycle and/or provide a quote for through the OWC Trade In Program. OWC may terminate the eligibility of certain Products at any time and without advanced notice, but such termination will not affect any Products that were quoted by OWC and already accepted by you.

3. Products Valuation; Products Recycling

All quotes will be based on OWC's own determination of the Product's value in reliance on the information you supply us. OWC will use its discretion to determine the Product's value, weighing factors that may include the Product's model, functionality and condition. Upon receiving a quote, you have the option of accepting or rejecting that quote. Acceptance indicates you are willing to sell your Products to OWC at the quoted price. If OWC determines

that the Products have nominal value, OWC may provide you a quote of \$0. If you decide to continue and accept OWC's quote of \$0, you will send the Products to OWC and OWC will accept the Products for recycling. If you do not accept OWC's quote, that specific transaction expires. If after rejecting the quote you change your mind and want to accept the quote, you will need to start a new transaction which may result in a different price quote.

4. Fitness for Sale

You must own 100% of the right, title, and interest in the Product(s) you seek to sell or recycle to or through OWC. The Product, sale and shipment of Product to OWC: (a) must comply with all applicable laws, statutes, ordinances, including without limitation all import and export laws, (b) may not infringe on third party intellectual property rights (including copyrights, trademarks, patents, trade secrets or other proprietary rights), and (c) shall 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 OWC Trade In Program, you agree to indemnify OWC from all claims or losses sustained by OWC as a result of any breach of this warranty.

5. Sending Your Product(s) to OWC

When packaging your Product(s), you must include all items included in your request for a quote as well as any other materials that came with your Product (e.g. keyboard, mouse), as this was the basis for OWC's quote. These items may also include software, accessories, adapters, and manuals. Failure to include any items you told us about when the quote was calculated, or sending us Product that does not match your original description, may impact the final value of your Product and may result in a recalculated quote.

6. Removing Data From Your Product

If your Product has the ability to store files and/or personal data on hard drives, memory chips or the like, you must back up any data you wish to keep from your Product and remove any personal information **before** you send your Product(s) to OWC. OWC's standard practice is to remove all such data from your Product, however, OWC makes no guarantee that it will do so. By sending OWC your 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 in which you send to OWC or for such data's security, integrity, confidentiality, disclosure or use. OWC is not responsible for: (a) any loss suffered by you due to any data that is not erased from the Product, or (b) any loss of data after you submitted your Product to us.

7. Product Inspection; Quote Recalculation

Your Product must be received by OWC within twenty-eight (28) days after you accept the original quote by OWC ("Delivery Period") and the Product must be received in the same condition described in the submission for quote. Packing and shipping recommendations provided to you by OWC should be followed in order to avoid possible damage to or loss of the Product in transit. All Product that are received will be inspected by OWC. OWC 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 they

no longer conform 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. OWC reserves the right to recalculate the original quote for the Product if: (a) the Product and/or materials are not as described, and/or (b) the Product is received by OWC after the Delivery Period. In the event OWC recalculates the quote, you shall have the option of accepting or rejecting the new quote. If you accept the new quote, you will be paid in normal course and in accordance with the terms. If you reject the new quote, OWC will return the Product to you at the address provided at your expense. OWC will give you a period of five (5) days after OWC presents you with a recalculated quote to accept or reject the new quote ("New Quote Period"). However, if the new quote is neither affirmatively accepted nor rejected by you during the New Quote Period, the new quote will be deemed to have been accepted by you and you will be paid the new quote in normal course and in accordance with these terms. For avoidance of doubt, your acceptance of the original quote and/or any new quote is final and you may not change your mind later about accepting such quotes.

8. Releasing Rights to Products

Once you send OWC your Product, OWC 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. Of course, if OWC rejects the Product or you reject any new quote for the Product, the Product will be sent back at your expense.

9. Risk of Loss

You remain responsible for the risk of loss for the Product until receipt of the same by OWC. You are responsible for any damages that may occur to your Product while in transit. OWC is responsible for risk of loss when it opens the packaging containing your Product until it is given to the carrier for return to you, if a return results from the transaction. For avoidance of doubt, in such event, risk of loss will be transferred to you once OWC delivers the package to the carrier for return to you and you will bear the risk of loss in transit.

10. Passing of Title

Title to the applicable Product passes to OWC upon OWC's acceptance of the Product for the original quote or the new quote, as applicable. If there is a return circumstance, title shall not pass and shall remain with you.

11. Non-Transferable

Any quote by OWC for your Product is non-transferable and not redeemable for any other consideration other than what is quoted by OWC.

12. Accuracy of Information

OWC uses its best efforts 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 unintentional errors or omissions. As such, OWC reserves the right, at any time prior to payment, to:

(a) Correct an error.

(b) Change the quote. In the event the Product has already been sent to OWC, the changed quote will become a New Quote subject to the process. Otherwise, the changed quote will be a re-issued original quote, which you may accept or reject.

(c) Void a transaction. If the Product was already sent to OWC, OWC will be deemed to have rejected the Product resulting in a return circumstance.

13. Privacy

We view protection of users' privacy as a very important community principle. When you open an account and use OWC's websites and our services, we collect information about you. You agree that we may collect and use your information in accordance with OWC's [Privacy Policy](#). If you object to your information being transferred or used in this way please do not use our website or our services.

14. Electronic Notices and Transactions

You agree to transact with us electronically, including without limitation, agreeing to terms and conditions or offering to sell, donate, or recycle your Product by electronic means. You authorize OWC to provide you with terms and important notices about OWC and your transactions to an email address you provide to us or by posting notices at www.macsales.com. It is your duty to keep your email address up to date and to maintain a valid email address 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 our website.

15. PROVIDED AS IS – NO WARRANTIES

WE PROVIDE THE OWC TRADE IN PROGRAM AND WEBSITE "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 OWC WILL MEET YOUR REQUIREMENTS.

16. Modification

OWC reserves the right to modify these terms at any time. If you do not agree to the changes, you may discontinue using OWC websites and/or OWC services. Your continued use of the OWC website and/or OWC services after any such changes take effect constitutes your acceptance to such changes. Each time you submit Product for sale, donation or recycling with OWC, you reaffirm your acceptance of these terms. You are responsible for periodically reviewing these terms and the terms contained on OWC websites.

17. Limitation of Liability

IN NO EVENT WILL OWC, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR

ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. Some states do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such states liability is limited to the fullest extent permitted by law.

18. Notice

OWC may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to OWC.

19. Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Illinois, without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site shall be in the state or federal courts of McHenry County, Illinois. Any cause of action or claim you may have with respect to the site must be commenced within one (1) year after the claim or cause of action arises. OWC's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. OWC may assign its rights and duties under this Agreement to any party at any time without notice to you.

20. Indemnification

You agree to indemnify, defend, and hold harmless OWC, its officers, directors, employees, agents, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the website using your internet account.

21. Termination

OWC reserves the right limit, suspend, or terminate our services, prohibit access to our site, remove hosted content, or take technical and legal steps to keep users off the site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies.