

TECHFORWARD® GUARANTEED BUYBACK® AGREEMENT

This Buyback Agreement (the "Agreement") is a legal contract that governs the TechForward Guaranteed Buyback Plan ("Plan" or "Option"). The Agreement is between the individual or entity that has purchased the Plan, or the individual or entity to whom the Plan was properly transferred ("You" or "Your") and TechForward, Inc., a Delaware corporation ("TechForward"). By purchasing this Plan through a retailer ("Retailer"), you acknowledge that this is a legal contract and you have had the opportunity to read the terms and conditions set forth in it. This Agreement, the associated online or in-store materials ("Materials") that the Agreement is sold with, if applicable and your sales receipt comprise the entire agreement relating to the Plan.

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings for purposes of this Agreement:

- (a) **DEVICE.** The consumer item covered by this Agreement.
- (b) **DEVICE RETAIL PRICE.** The actual cost You paid to the Retailer for the hardware components of the Device, including the computer operating system, but not including any additional peripherals, software or services. The Device Retail Price is net of any instant savings, but is not net of any mail-in rebates or other offers. The foregoing notwithstanding, if Your Device is a mobile phone, Your Device Retail Price is net of any instant savings except carrier discounts, but is not net of any mail-in rebates, carrier discounts or other offers.
- (c) **SERVICE FEE.** The fee that You paid for the Plan, as specified on Your receipt, the Materials, or in the online terms of sale, as applicable.
- (d) **EXPIRATION DATE.** The last date upon which You may postmark the Device to TechForward without penalty.
- (e) **PLAN PERIOD.** The period commencing on the Effective Date of this Agreement and ending on Expiration Date (the "Plan Period"), during which the Plan can be exercised without penalty. The Plan Period is subdivided into a number of sub-periods ("Subperiods"), as described in this Agreement, on the Materials, or in the online terms of sale, as applicable.
- (f) **BUYBACK AMOUNT.** The amount TechForward agrees to pay You for the Device, if You exercise the Plan within the Plan Period, subject to the terms of this Agreement, such amount to be paid to you by TechForward in the form of store credit valid at the Retailer through which You purchased Your Device and this Plan, or in the form of a rebate check issued after the purchase of goods at the Retailer, or in the form of a check if no store credit or rebate program is available through the Retailer. The Buyback Amount changes based on both the Subperiod during which the Device is postmarked, and the condition of the Device as follows:
 - (i) **FIRST PERIOD.** The time period from the purchase date of the Plan to six (6) months after the purchase date of the Plan. During the First Period, the Buyback Amount will be 50% of Device Retail Price, subject to the condition of the Device.
 - (ii) **SECOND PERIOD.** The time period from six (6) months after the purchase date of the Plan to twelve (12) months after the purchase of the Plan. During the Second Period, the Buyback Amount will be 40% of the Device Retail Price, subject to the condition of the Device.
 - (iii) **THIRD PERIOD.** The time period from twelve (12) months after the purchase date of the Plan to eighteen (18) months after the purchase date of the Plan. During the Third Period, the Buyback Amount will be 30% of the Device Retail Price, subject to the condition of the Device.
 - (iv) **FOURTH PERIOD.** The time period from eighteen (18) months after the purchase date of the Plan to twenty-four (24) months after the purchase date of the Plan. During the Fourth Period, the Buyback Amount will be 20% of the Device Retail Price, subject to the condition of the Device.

2. GRANT OF BUYBACK OPTION. TechForward hereby grants to You an option to sell to TechForward, and TechForward hereby agrees to buy, the Device at a Buyback Amount according to the schedule set forth in this Agreement, on the Materials, or in the online terms of sale, as applicable, subject to the conditions set forth in this Agreement.

3. EXERCISE – WHEN YOU ARE READY TO CLAIM YOUR BUYBACK AMOUNT. You may exercise this Option by (a) notifying TechForward through the TechForward website at <http://www.techforward.com> or by calling (877) 623-5681, and (b) shipping the Device to TechForward, at an address provided by TechForward at the time of exercise, with a postmark during the Plan Period or the Late Fee Period, provided that You are not in breach of any of the terms of this Agreement.

4. SHIPPING TERMS.

- (a) **TECHFORWARD PROVIDES SHIPPING LABEL AND BOX.** TechForward will, at Your discretion, provide You with a pre-paid postage label for shipping the Device to TechForward via FedEx Ground or an equivalent carrier from within the United States either (i) through an interface on the TechForward website, or (ii) along with a box appropriate for the Device with packaging materials, mailed to Your address within the United States. Please allow approximately one (1) week for delivery of the box. It is solely Your responsibility to request a box in advance of any deadlines in this Agreement you wish to meet and to postmark the Device to TechForward on time. You must pay for and provide your own shipping label and box if You intend to ship from outside the United States. FedEx or any other shipping company used by TechForward shall not be construed to be an agent of TechForward.
- (b) **SHIPPING ADDRESS.** If you use a postage label provided by TechForward, the Device must be shipped to the address specified on the postage label. If you do not use a TechForward postage label, the Device must be shipped to the address specified on the TechForward website at <http://www.techforward.com>.
- (c) **DEVICE PACKING.** You have the sole responsibility for packing and shipping the Device in a manner that insures that it will not be damaged during shipment and You bear all risk of loss to the Device, including damage during shipping, until the Device is actually received by TechForward.
- (d) **RISK OF LOSS.** The risk of loss shall pass to TechForward upon receipt of the Device by TechForward. If material loss or damage occurs during the shipping of the Device to TechForward, You bear the risk of loss and Your rights under this Agreement will automatically terminate without notice.

5. TIME OF ESSENCE; FAILURE TO EXERCISE. Time is of the essence in this Agreement and is a material term of the Agreement.

- (a) **DEVICE POSTMARKED DURING LATE FEE PERIOD.** If You fail to exercise the Plan during the Plan Period, You shall have thirty (30) days from the Expiration Date to postmark the Device to TechForward ("Late Fee Period"). If the Device is postmarked during the Late Fee Period, TechForward will reduce the Buyback Amount associated with the last Subperiod by 20%, unless an exception has been granted by TechForward in accordance with paragraph 10(h).
- (b) **DEVICE POSTMARKED AFTER LATE FEE PERIOD.** If Device is postmarked after the last day of the Late Fee Period, and an exception has not been granted by TechForward in accordance with paragraph 10(h), and the Device is received by TechForward, TechForward may in its sole discretion (i) consider the device a Rejected Device as described in Paragraph 9, or (ii) consider the Plan terminated and refuse to accept the Device.

6. RETENTION OF SERVICE FEE; PAYMENT.

- (a) **RETENTION OF SERVICE FEE.** The Service Fee will only be refunded to You at TechForward's discretion. Specifically, all sums paid by You will be retained by TechForward in consideration for the granting of the Option in the event that (i) the Plan is not exercised before the end of the Late Fee Period, or (ii) the Device is considered Substantially Impaired under Paragraph 8.
- (b) **PAYMENT.** Payment of the Buyback Amount to You by TechForward constitutes fulfillment of all of TechForward's obligations under this Agreement and terminates this Agreement.
- (c) **TIMING.** Payment of the Buyback Amount by TechForward shall be made within sixty (60) days following receipt of the Device by TechForward, subject to the Acceptance Testing set forth in Paragraph 8. Upon TechForward's successful completion of Acceptance Testing and its subsequent notification to You by e-mail or through a secure area of the TechForward website of the successful completion of Acceptance Testing, all right, title and interest in Device will shift to TechForward.
- (d) **SALES TAX.** You are responsible for paying and accounting for any sales tax that may be applicable to You in Your home state for the sale of the Device to TechForward. TechForward makes no representations or warranties regarding Your possible sales tax liabilities for this transaction. All sales tax liabilities for Your sale of the Device to TechForward are solely Your responsibility.

7. MAINTENANCE, REPAIR, NO WARRANTY, LOSS. You assume all obligations and liability with respect to the possession of the Device, and for its use, condition, and storage during the Plan Term. You will, at Your own expense, maintain the Device in good mechanical condition and running order. You agree to comply with all requirements necessary to enforce all Device warranty rights, and if Device breaks while under warranty, You agree to cause warranty issuer to perform the appropriate repairs before sending device to TechForward. TechForward will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Device. At all times prior to receipt of the Device by TechForward, the risk of loss of the Device shall be on You. The risk of loss shall pass to TechForward upon receipt of the Device by TechForward. If material loss occurs to the Device during the Plan Term, but before receipt of the Device by TechForward, Your rights under this Agreement will automatically terminate without notice.

8. ACCEPTANCE TESTING. If You exercise the Plan in accordance with the terms of this Agreement, TechForward in its sole discretion or the discretion of any of its agents reserves the right to adjust the Buyback Amount according to the following grading system. PLEASE NOTE that TechForward will not make a claim on any warranty plan on Your behalf. You must make any warranty claim prior to sending the Device to TechForward.

- (a) **GOOD.** The Device is fully functional, with normal visible wear and tear. The Device must be returned with substantially all components, original software installation disks, manuals, peripheral devices and all other accessories that originally shipped with the Device. If TechForward grades the Device as Good, no adjustment will be made to the Buyback Amount.
- (b) **POOR.** The Device has one or more of the following issues: 1. The Device has sustained minor functional damage or product failure that can be easily repaired; 2. One or more of the Device's minor components, peripherals, or accessories is missing or damaged but can be easily repaired or replaced; 3. The Device is missing a majority of original software installation disks or manuals; 4. The Device has more than normal visible wear and tear, including, but not limited to, cracks, dents, scratches, dirt and user-added stickers. If TechForward grades the Device as Poor, the Buyback Amount will be adjusted down by 50%.

(c) **SUBSTANTIALLY IMPAIRED.** The Device has one or more of the following issues: 1. The Device has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; 2. One or more of the Device's components, peripherals, or accessories is missing or damaged and cannot be easily repaired or replaced; 3. The Device has been recalled by its manufacturer and has not been repaired or replaced prior to sending it to TechForward. All damage described above must be repaired either under warranty, or at Your own cost before sending the Device to TechForward. The Device will not be accepted in Substantially Impaired condition and TechForward will retain the Service Fee You paid. If the Device is considered to be Substantially Impaired, the Device will be considered Rejected Device as provided in Paragraph 9.

9. **REJECTED DEVICE.** If the Device is considered to be a Rejected Device, the Plan will be terminated with no refund of Your Service Fee or payment of the Buyback Amount, and you will be notified by e-mail and/or in a secure area on TechForward's website within thirty (30) days of receipt of Device by TechForward ("Rejection Notification"). You hereby grant TechForward the power to dispose or sell the Rejected Device with TechForward bearing all costs of environmental disposal, and retaining any net proceeds of the sale or disposal.

10. OTHER TERMS AND CONDITIONS.

(a) **DEVICE PURCHASED CONCURRENTLY OR PREVIOUSLY.** You warrant that You are the legal and beneficial owner of the Device as of the Effective Date of this Agreement. You further warrant that You have purchased the Device previously or concurrently with this Plan, and agree that the terms of this Agreement cover only the Device and NOT any similar or alternative device except as specified in Paragraph 10(i). TechForward reserves the right to terminate the Plan for individuals who have not purchased the Device before entering into this Agreement.

(b) **PURCHASER RECORDS.** You may be asked to provide information from either your sales receipt or the Materials, if applicable, as a condition for receiving service under the Plan. YOUR ORIGINAL SALES RECEIPT AND MATERIALS, IF APPLICABLE, SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.

(c) **TECHNICAL SPECIFICATIONS.** In order for the Buyback Amount to be valid and effective, the actual technical specifications of the Device must match the technical specifications, including the serial number ("Technical Specifications") of the Device you purchased for this Plan, except as specified in 10(i). In cases where the actual specifications of the Device You shipped to TechForward do not match the specifications of the Device covered by the Plan, we may ask you to provide an original sales receipt, and if the sales receipt cannot be produced or does not match the device you sent, the Device will be considered a Rejected Device, as provided in Paragraph 9.

(d) **USER DATA, MEMORY, CONFIDENTIAL INFORMATION.** You hereby agree to remove all personal, confidential, trade secret and/or proprietary information from the Device prior to shipping the Device to TechForward. By exercising the Plan You further agree to hold TechForward and its agents, distributors and re-sellers harmless for any dissemination of such information through the resale of the Device.

(e) **LIMITATION ON NUMBER OF PURCHASES.** You or Your business entity or any other entity must not attempt to purchase more than 25 "Active" Plans from TechForward. A Plan will be considered Active at all times between its Effective Date and the last day of its Late Fee Period or until the Plan is exercised. TechForward reserves the right to void any Plans purchased by the same individual, business or other entity while the individual, business or entity holds 25 or more Active Plans.

(f) **NO SUPPLY OR SELECTION BY TECHFORWARD.** You acknowledge that TechForward did not select, manufacture or supply any Devices to You and that You have made the selection of the Device based upon Your own judgment and expressly disclaim any possible reliance upon any statements made by TechForward or its agents, other than the terms of this Agreement

(g) **INTELLECTUAL PROPERTY.** TechForward's pricing methodology and the information contained on its website is trade secret, proprietary and any attempt to improperly obtain that information will cause the Plan to be terminated at TechForward's sole discretion and may subject You to monetary damages and civil liability. Any unauthorized use of the TechForward website, including but not limited to, data mining, scraping, spidering, robbing, using automated means to access TechForward's website for any purpose, transferring of any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or any other computer programming routines that may damage, harm, interfere or expropriate any of TechForward's website systems, programs, content, information or application will cause the Plan to be terminated at TechForward's discretion, and may subject You to monetary damages and civil liability.

(h) **EXEMPTION FROM EXPIRATION DATE.** You may qualify for an exemption from the Expiration Date and/or Late Fee Period if the Device is being repaired or replaced by a warranty provider or through a recall process by a manufacturer during the Expiration Date. To qualify for this exemption, You must complete all of the following:

(i) Notify TechForward that the Device is being repaired under warranty or has been recalled by its manufacturer, by e-mail at support@techforward.com or registered United States Mail at TechForward Customer Support, P.O. Box 515381, Los Angeles, CA 90051-6681, within three (3) days of sending or delivering Device for warranty repair and before the Expiration Date; and

(ii) Send in the Device to TechForward within three (3) days of receiving it from the warranty issuer or manufacturer; and

(iii) Include in the shipment of the Device to TechForward the paperwork on either (I) the warranty return from the warranty issuer or (II) the recall from the manufacturer, which identifies the date You sent or delivered the Device to the warranty issuer or manufacturer and the date You received the repaired Device from the warranty issuer or manufacturer.

(i) **EXEMPTION FROM TECHNICAL SPECIFICATIONS.** You may also qualify for an exemption from the Technical Specification requirements in Paragraph 10(c) if the Device is replaced by a warranty provider or through a recall process by a manufacturer. To qualify for this exemption, You must complete all of the following:

(i) Notify TechForward by e-mail at support@techforward.com or registered United States Mail at TechForward Customer Support, P.O. Box 515381, Los Angeles, CA 90051-6681 of the change in serial numbers within ten (10) days of receiving the replacement Device; and

(ii) Include the original paperwork for the warranty replacement or recall replacement from the warranty issuer/manufacturer from the warranty issuer clearly identifying the old serial number of the Device and the new serial number of the Device with the shipment of the Device to TechForward.

(j) **TRANSFERABILITY.** You may transfer this Plan to an eligible party to whom You sell or give the covered Device while this Plan is in force by notifying TechForward through an interface on TechForward's website of the email address of the new owner. An additional fee to TechForward may apply when transferring ownership.

(k) **BUYBACK AMOUNT CHANGES.** Any percentage change in the Buyback Amount shall be a change based on the entire Buyback Amount, exclusive of any other or prior change.

(l) **PLAN ADMINISTRATION.** Your rights under these terms and conditions, including, without limitation, the payment of any Buyback Amount, are expressly contingent upon your full compliance with each of the requirements set forth in this Agreement. All eligibility and other matters relating to your purchase or use of this Plan will be determined by TechForward, in its sole discretion, and each such determination will be binding on you.

11. MISCELLANEOUS.

(a) **GOVERNING LAW.** AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN, AND SHALL BE CONSTRUED PURSUANT TO, THE LAWS OF THE STATE OF DELAWARE.

(b) **INTERPRETATION.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid or unenforceable to any extent under Delaware law, and the extent of such invalidity or unenforceability does not destroy the basis for the bargain between the parties as expressed herein, then (i) such provision shall be deemed severed from this Agreement with respect to such circumstance, without invalidating the remainder of this Agreement or the application of such provision to other circumstances, and (ii) a new valid and enforceable provision, which accomplishes the intent of the parties hereto as evidenced by the provisions so severed, shall be deemed substituted in lieu of the invalid or unenforceable provision.

(c) **WAIVER.** No action or lack of action by TechForward shall be deemed or construed as a waiver of any provision of this Agreement. No waiver of any provision of this Agreement shall constitute or be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless it is executed in writing by the party making the waiver.

(d) **HEADINGS.** Any headings used in this Agreement are for reference purposes only and are not to be used to construe or limit the meaning of any provision.

(e) **DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION.** MOST OF YOUR CONCERNS CAN BE RESOLVED THROUGH TECHFORWARD CUSTOMER SERVICE. IF, HOWEVER, YOU HAVE AN ISSUE THAT CANNOT BE RESOLVED WITHOUT THIRD-PARTY INTERVENTION, YOU AND TECHFORWARD AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AGREEMENT OR ANY RESULTING TRANSACTION SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION BEFORE THE BETTER BUSINESS BUREAU, UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT ARBITRATOR, WHO SHALL RENDER AN AWARD IN ACCORDANCE WITH SUBSTANTIVE DELAWARE LAW. THIS MEANS THAT ALL SUCH CUSTOMER DISPUTES (EXCEPT PERHAPS CERTAIN SMALL CLAIMS) WILL BE RESOLVED THROUGH ARBITRATION, NOT WITH A JUDGE OR JURY. JUDGMENT UPON THE AWARD OF ARBITRATOR(S) MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION. INTERPRETATION OF THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

(f) **ATTORNEYS' FEES.** If any legal action or proceeding arises out of or relating to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

(g) **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TECHFORWARD'S TOTAL LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE), ARISING OUT OF OR RELATING TO THE GUARANTEED BUYBACK PLAN OR ANY OTHER PRODUCTS, SERVICES OR OTHER ITEMS FURNISHED BY TECHFORWARD UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE BUYBACK AMOUNT PAYABLE BY TECHFORWARD TO YOU FOR THE PRODUCT GIVING RISE TO THE CLAIM. Some states do not allow the limitation of liability, so the foregoing may not apply to you.

(h) **AMENDMENT.** TechForward may modify any immaterial terms or conditions of this Agreement upon written notice to You. Any material terms or conditions of this Agreement may be amended only upon written agreement of the parties.