

Trade-In Terms & Conditions

THE TRADE-IN PROGRAM ("PROGRAM") IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. PLEASE READ THESE TERMS AND CONDITIONS TO CAREFULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS FOR PARTICIPATING IN THIS PROGRAM. IF YOU PARTICIPATE IN THIS PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS.

1. **PROGRAM DESCRIPTION (Generally).** The Program is administered by our third party provider, Signal, L.P. and its affiliates ("Service Provider") and extends to You an opportunity to participate in the Trade-in Program. Under this Program, DISH, or its authorized retailer, will inquire whether You would consider selling Your Device to Service Provider. **You are under no obligation to sell Your Device.** If You are willing to sell Your Device, DISH, or its authorized retailer, will Credit Your account. The Credit, in DISH's sole discretion, will be applied to existing Equipment Installment Plan(s) ("EIP") or down payment balance(s), purchase of goods (new Devices or accessories), and/or services provided by DISH. Certain capitalized words are defined below in Section 20.
2. **APPLICABILITY.** These Program Terms and Conditions ("Program T&Cs") supplement other terms and conditions, including DISH offers, or service agreement(s) You may have with DISH (collectively "DISH Agreements"). To the extent that these Program T&Cs conflict with any other DISH Agreements' terms and conditions, the provision(s) in the DISH Agreements, not these Program T&Cs, shall apply.
3. **PARTICIPANT ELIGIBILITY.** To participate in this Program, You must be a new or current DISH subscriber with a qualifying transaction, which includes activations, adding a line to an existing agreement or upgrades with a Device purchase.
4. **PROGRAM LIMITATIONS.** You are permitted to sell one Device per active line at the time You activate or upgrade a new line of service.
5. **QUOTE PREREQUISITES.** Your Device must satisfy the Program's Eligibility Criteria to receive the Quote. This is determined by Your responses to eligibility questions. If You choose to sell Your Device to Service Provider: (A) In store, a representative must inspect Your Device to confirm Your responses are accurate; (B) Over the Web, You must answer the eligibility questions on the Program Web Page; or (C) Over the phone, a DISH representative may record Your responses to the eligibility questions.
6. **QUOTE AND CREDIT AT A RETAIL STORE.** If (A) Your Device satisfies the Eligibility Criteria; (B) You accept the Quote; and (C) You relinquish Your Device, You will immediately receive a Credit with a dollar amount equal to the Quote.
7. **QUOTE AND BILL CREDIT.** If You accept the Quote in store and defer surrender of Your Device, or if You sell your Device over the Web or phone, Service Provider will honor the Quote if: (A) Your Device is received by the Quote Expiration Date; and (B) Your Device satisfies the Eligibility Criteria, as validated by Service Provider upon receipt. You will receive a DISH Credit.

8. **DEVICE REVALUATION.** If You do not surrender Your Device in store, or if You made Your qualifying transaction over the Web or phone, You must ship Your Device before the Quote Expiration Date. Devices not received by the Quote Expiration Date will be reevaluated and assigned the Quote on the date of receipt by Service Provider. If You choose not to accept the Revalued Quote, You may request Service Provider to return Your Device.
9. **PACKING & SHIPPING YOUR DEVICE.** When You surrender Your Device in store, the store will ship your Device to Service Provider. For Web and phone orders, visit mywebsite.com for instructions on printing the prepaid shipping label. You must properly package Your Device to avoid damage during shipping.
10. **YOUR OBLIGATION TO PROTECT YOUR PERSONAL INFORMATION.** It is Your sole responsibility to protect or secure any information in Your Device. You are responsible for: (A) **Removal of Device Data and Personal Information.** This includes, but is not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars; (B) **Deactivation of Service.** You are responsible for charges incurred on Your Device until deactivated; and (C) **Removal of Locks and Passwords.** Failure to do so will result in Service Provider revaluing Your Device.
11. **WHEN YOU SURRENDER POSSESSION OF YOUR DEVICE IN STORE OR WHEN YOU SHIP YOUR DEVICE TO SERVICE PROVIDER, YOU (A) AGREE TO THE TERMS IN THIS DOCUMENT; (B) TRANSFER OWNERSHIP OF YOUR DEVICE TO SERVICE PROVIDER; AND (C) UNDERSTAND THAT SERVICE PROVIDER IS UNDER NO OBLIGATION TO RETURN THE DEVICE (UNLESS YOU MAILED IT IN OR AS REQUIRED BY LAW).**
12. **REPRESENTATIONS & WARRANTIES.** You represent and warrant that: (A) You are not under the age of eighteen (18); (B) You possess all the rights and title, or will pay off any outstanding balance to obtain sole ownership rights, to sell the Device to Service Provider; and (C) Your responses to the eligibility questions are truthful and accurate.
13. **WAIVER OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER OR DISH BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the purchase of Your Device regardless of the form of action (including, but not limited to, negligence) and regardless as to whether Service Provider or DISH has been advised of the possibility of any such loss or damage. In the event a court of competent jurisdiction strikes this Section, You agree that the extent of Service Provider's or DISH's liability shall be no more than One Hundred Dollars (\$100.00).**
14. **INDEPENDENT CONTRACTOR.** This Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between Service Provider and DISH. Each party will operate under these terms and conditions as an independent contractor and not as an agent for the other.

15. **INDEMNITY.** You agree to indemnify and hold Service Provider and DISH and their respective parents, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to, or arising out of You or Your breach of these Program T&Cs, or Your violation of any law or the rights of any third party.
16. **DISPUTE RESOLUTION.** You understand that DISH is not a party to this Agreement, and that any disputes You may have with DISH are governed by Your agreement(s) with DISH including without limitation the Dispute Resolution, Mandatory and Binding Arbitration and Class Action Waiver provision set forth in DISH's General Terms and Conditions.
17. **ARBITRATION PROVISION. READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** As used in this Provision, "You" and "Your" mean the person or persons named in this Trade-in Program, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean Service Provider and shall be deemed to include all of its agents. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud [whether by misrepresentation or by omission] or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with: (1) this Trade-in Program, and the purchase thereof; and/or (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Trade-in Program ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling 1-800-778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and the applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Trade-in Program was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. **IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, IT SHALL NOT INVALIDATE THE REMAINING PORTIONS OF THE PROVISION, EXCEPT THAT IN NO EVENT SHALL THIS PROVISION BE AMENDED OR CONSTRUED TO PERMIT CLASS ARBITRATION OR ARBITRATION ON BEHALF OF ANY INDIVIDUAL OTHER THAN YOU.** This Provision shall inure to the benefit of and be binding on You, Your assignees, and Us and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Trade-in Program. You agree that any arbitration proceeding will only consider Your Claims. Claims by or on behalf of other individuals will not be arbitrated in any proceeding that is considering Your Claims. **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION,**

NEITHER YOU NOR WE WILL HAVE THE RIGHT, EXCEPT AS MAY BE PROVIDED ABOVE, TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

18. **NOTICE.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide at the time of Your Trade-in Program transaction. All notices or requests pertaining to these terms and conditions will be in writing and may be sent by any reasonable means including; e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.
19. **WAIVER; SEVERABILITY.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
20. **DEFINITIONS.**
- a). You/Your means the Device owner.
 - b). Credit means an amount equal to the Quote or Revalued Quote provided, in DISH's sole discretion: (1) to Your existing Equipment Installment Plan(s) ("EIP") or lease balance(s); (2) to Your new Device or accessory purchase or lease; or (3) applied to Your DISH account as a bill credit.
 - c). Eligibility Criteria means a set of physical and functional conditions that a Device must satisfy in order for You to receive a Credit.
 - d). Device means Your cellular device or other cellular based electronics that You request Service Provider to purchase in accordance with the terms of this Program.
 - e). Quote or Revalued Quote means a firm amount for which Service Provider is willing to purchase a Device.