Lenovo Consumer Trade-In Program Terms and Conditions

Lenovo and its service providers ("we") offer this program ("Program") via pages on Lenovo.com as a convenience for Lenovo customers. By participating in the Program, YOU AGREE TO BE BOUND BY THESE "TERMS." It is your responsibility, prior to participating in the Program, to read these Terms carefully to understand your rights and obligations. If you are dissatisfied with the Program, its content, or these Terms, you agree that your sole and exclusive remedy is to discontinue using the Program. If you fail to abide by these Terms, we reserve the right to decline your participation this Program. This Program, including products eligible for sale through the Program, may change from time to time without prior notice.

How Program Works.

1 – See if your product is eligible

- To create a trade-in, use the online tool to identify the product model and assess the physical/functional condition of the product you wish to trade-in. All products must all be able to power on and be free of activation or device locks
- Products accepted under the program are subject to change and for the most up to date products in the program see the webpage for this service.

After assessing your product model and condition, a trade-in estimate will be generated online, and you will also receive a copy by email. You must click to accept the estimated value of the product to continue in the process. Once you have accepted the quote your trade process is initiated as of the date you accepted the quote (the "Quote Date") and is valid for 30 days.

2 – Shipping your product from our Carrier's Store

If your estimate does not reach the minimum value, you will not be able to use this program. If you accepted the quote, we will send you an email with a QR code along with work instructions. You will need to take the QR code and work instructions with the product you wish to trade, to your nearest UPS store where the UPS associate will print a required label for you, pack your product, and ship to us. The estimated trade-in value for your product is guaranteed for only a limited amount of time. Lenovo reserves the right to change its shipping carrier at its discretion. We must receive your product within 30 days of the Quote Date (date you accepted the quote) or it will expire, so please ship your product promptly.

When providing your product to UPS, be sure to include all materials you told us about when we calculated your quoted value, such as power cords, as well as any other materials that came with your product or that you may have purchased specifically for it. This may include software, accessories, adapters and manuals. Failure to include any items you told us about when the quote was calculated or sending us a product which does not match your original description, may impact the final value of your product and may result in a recalculated quote.

3 – Product inspection; final value determination; returns

Once we receive your product at our inspection facility, you will receive an email confirming receipt of your product. Your product will be unpacked, labeled, and will be queued for inspection. We will erase your product and inspect it to confirm the model and condition of your product matches your estimated value. If the inspected condition matches the reported condition of your product, and the product is received before the quoted value expired, your completed trade will be queued for payment.

If your trade requires a quote revision due to model or condition correction, or if the price has changed and the trade arrived after the quoted value expired, your product will be temporarily placed into an inspection hold and you will receive an email with a revised value to accept or decline. You will have up to 3 days to accept the quote.

• If the revised quote is timely accepted, you will be paid the revised value amount.

• If the revised quote is declined or you do not respond at all or within the requested time, your trade in process is cancelled and you will have an option to request a return of your product subject to payment of a \$25 processing and shipping fee ("Return Fee") and without any compensation to you, or you may elect to permit us to retain the product. Retained products are disposed of, recycled, refurbished and/or resold, as we determine in our discretion, without any compensation or further notice to you.

Products elected for return by you will be shipped to the address you previously provided within 10 business days assuming you paid the Return Fee. You will also receive an email with a tracking number for any return. No accessories will be included in the shipment back to you with the exception of power adapters. If you do not respond to the option to request a return of your product in the requested time, respond late, fail to pay the Return Fee, or decline or fail to take attempted delivery of the return back to you, you will be deemed to have consented to our retaining the product without any compensation to you and the product will not be returned. Retained Products are disposed of, recycled, refurbished and/or resold, as we determine in our discretion, without any compensation or further notice to you.

Depending on the value of the product being returned, we reserve the right to request that an adult be present to sign for a return as a condition to the carrier delivering the return. The carrier's standard delivery terms will apply at that point in terms of how many re-delivery attempts the carrier will make if an adult is not present, or whether the carrier offers other options to collect a package from the carrier. If a carrier considers a package abandoned and returns it to us, you will be deemed to have consented to our retaining the product without any compensation to you.

All decisions of acceptance or rejection of your product are final. The value offered to purchase your product is non-transferable, non-refundable, not redeemable for any other consideration other than the final amount quote.

4 - Payment

When your trade process is completed you will receive a payment confirmation email confirming the trade value and payment method. Payments will be made via a Visa® prepaid card that can be spent anywhere Visa is accepted. The card will be a physical card or digital card in our discretion. Uses of the card (including any expiration or dormancy fees for non-use) are determined by Visa. Please review the terms that accompany the card. Physical cards will be mailed via the US Postal Service. Digital cards will be emailed. Please review the instructions provided with your card which will explain how to activate it. You will need to activate the card in order to spend and use it and use it within any expiration date which applies. It could take up to 60 days from the time we received your product for the steps in the trade process prior to paying you to be complete. Physical cards shipped by mail will typically arrive within two weeks. If you never received your card, lost your card, or dispute the amount on the card, please contact Program Support at tradein@lenovo.com. Lenovo reserves the right to change the prepaid card provider to another with equivalent standing to Visa at its discretion.

Your Eligibility to Participate in this Program.

This Program is only offered to U.S. residents. To participate in the Program, you must: (a) be at least 18 years old (or older if the age of majority is higher in your state of residence); (b) ship products from the United States only; and (c) have a physical address or P.O. box located in the United States. Products shipped from outside the United States will not be accepted or returned. You represent and warrant that you have the legal right to provide all items you submit for this Program and that the items are not counterfeit, lost or stolen. You must have the right, title, and interest in any and all products you seek to trade. Such products, or the sale and shipment of such products, must not violate any applicable laws, statutes, ordinances, or regulations including export laws. You are responsible for complying with any and all such laws. 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 or payments are due. By using the Program, you agree to indemnify us and our service providers from any claims a product is counterfeit, lost, stolen, or otherwise claimed by someone else.

Eligible Products.

We may update the types of product eligible in this Program from time to time. See the current list above at the start of these Terms. We may but are not required to offer value for any product. All quotes are based on current market

values as we or our service providers understand them at the time value is offered, weighing several factors that may include but are not limited to the product description and condition. Upon receiving a quote, you have the option to accept or decline it.

Data Removal or Destruction Before Trade-In

As a condition to shipping your product to us in this Program, you are required to perform a "factory reset" of your product, which is intended to erase all personal data on your product (e.g., files, photos, videos, music, etc.). Please save a copy of any data you want to save prior to the factory reset. To the extent you fail to factory reset the product and data remains on your product, we have no liability or responsibility to you to retain the data or prevent its loss, destruction or use in any manner. You must back up your data and then erase it from your product before shipping. By sending us your product, you 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 and which you send to us, or for such data's security, integrity, confidentiality, disclosure or use. We are not responsible for any loss suffered by you due to any data that is not erased from the product. By using this Program, you assume the risk of data loss during Product transit to us. We and our service providers reserve the right to wipe or destroy any data remaining on a product when shipped to us in this Program.

Most manufacturers provide assistance in erasing their devices on their websites, we have included some examples below but these are not exhaustive and may depend on the device itself.

- Lenovo Idea devices, Yoga devices, Smartphone, services
- <u>Apple Mac</u> or <u>Phone, Tablet</u> support
- For <u>HP PC</u> Support
- For <u>Dell Laptop</u> Support
- For <u>Samsung Laptop</u> or <u>Phone</u> support

Unlocked Products.

It is also your responsibility, and you agree, to deactivate all service(s) to your item and remove any locks, passwords, or codes, including "Find My Device" on Apple® products or other equivalent programs for other providers, which may prevent us from using, refurbishing, recycling, reselling or disposing of our item in this Program.

Shipping and Processing Matters.

On occasion, technical or transportation problems may delay or prevent delivery of your product or payment. Your exclusive and sole remedy will be payment of the last final price quoted to you for such product if we had the opportunity to inspect the product and confirm its value. If shipping issues impeded delivery of the product to us in the first place, or the product is damaged during shipping, we have no obligation to you, but you may take up the issue with the carrier.

We have no obligation to insure your product during shipping (either for the prepaid shipment to us when you use our shipping kit), or in connection with a return to you. You bear all risk of loss for your product during shipping, but may take up any issues directly with the carrier.

Title of the product passes to us when you have accepted a final quote for an inspected product, or when we initiate payment at the original quoted value (when the original value is not recalculated due to product condition or other factors). In the event that one of the conditions bearing on our retaining and not returning a product occurs (as described under "Product inspection; final value determination; returns" above), then title to the retained product passes to us at such time.

If you ship a product to us that was originally valued at \$0 or using materials other than the shipping kit provided, we are not required to accept the product, and title shall not pass and shall remain with you if we decline acceptance.

Once product title passes to us, we or our service provider may recycle, shred, destroy, repair, refurbish, resell, donate, and otherwise handle the product in any manner we deem fit. The product includes the equipment you trade in and any other product you ship with it, which includes, but is not limited to, computer systems and accessories, mobile devices and accessories, storage devices, electronics, peripherals, and other consumer electronics.

Release of Liability.

To the extent permitted by applicable law, you hereby release Lenovo and our service providers in this Program from and against any liability arising out of or related to the transfer of a product, including but not limited to any liability related to the shipment of the product, the deletion or non-deletion of any data or files from the product, the evaluation and assessment of the product (and the corresponding trade-in valuation), and retention of the product if conditions to retain it have been met (as described under "Product inspection; final value determination; returns" above).

Your Information.

Personal information you submit to us is subject to our privacy policy here: <u>Lenovo Privacy Statement | Lenovo US</u>. We or our service providers in this Program also collect data about the numbers and types of products processed through this Program and related data ("Program Data") and may share it with anyone as we determine. Lenovo shares your name, phone number, email, physical address, and product quoted for trade in with our service providers supporting this Program when you initiate a quote so we can assist you with the quote (i.e., send you a shipping kit and await your product for processing).

You agree that all information you provide about the product for trade-in, as well as information you have or will provide about yourself, is true, accurate, and complete.

Additional Terms.

We reserve the right to change these Terms without prior notice; an updated version of these Terms will take effect when posted online, and will apply to new quotes going forward from the date of posting and to quotes where we have not yet received a product from you. Changes to these Terms do not affect the amount of a quote, which is determined upon inspection of the product and may be adjusted as described in these Terms.

These Terms and your participation in the Program are governed by the laws of the North Carolina, without giving effect to its conflict of law provisions. By accepting a quote and sending your product to our processing facility, you (i) consent to resolve any disputes in connection with this Program under the exclusive jurisdiction and venue of the federal and state courts located in Wake County, North Carolina; (ii) waive any objection you may have that such courts are an inconvenient venue or forum; and (iii) agree not to bring any such action in connection with a dispute arising from this Program in any other courts.

In the event that any part of these Terms is held to be invalid or unenforceable in whole or in part, all other provisions of these Terms will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts deemed to be severed from these Terms.

THE PROGRAM IS PROVIDED ON AN AS-IS BASIS. PRODUCTS ACCEPTED IN THE PROGRAM MAY CHANGE WITHOUT PRIOR NOTICE AND THE PROGRAM MAY BE SUSPENDED AT ANY TIME WITHOUT PRIOR NOTICE. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROGRAM, EXPRESSED OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW.

We and our service providers for this Program reserve the right to takes steps reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to cooperating with any legal process relating to your use of the service and/or the products provided, and/or a third party claim that your product is unlawful and/or infringes or violates such third party's rights). You agree that we or our designees may without liability to you to disclose any data and/or information collected from you in this Program to law enforcement authorities, government officials, and/or a third party as we believe is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms or respond to allegations of lost or stolen items.

[End of Terms]