

## Terms and Conditions:

### 1. Price and Payments

The price for the service shall be the quoted price of the Seller, and payment of the Price shall be made by the Buyer before provisioning of the service.

### 2. Service

The Description and quality of the service to be sold ("the Service") shall be as set out in the Description provided by the Seller to the Buyer ("the Description").

### 3. Delivery

The Seller shall deliver the Service to the Buyer at the e mail address of the Buyer as shown on the Buyer's submission. Time shall not be of the essence for delivery.

### 4. Title and Risk

4.1. The Service shall be at the risk of the Buyer following delivery.

4.2. Notwithstanding delivery, title in the Service shall not pass to the Buyer until the Buyer has made payment of all sums owing to the Seller.

4.3. Until such time as title in the Service passes to the Buyer, the Seller shall have the right to withhold the Service.

### 5. Force Majeure

The Seller shall not be liable for any default due to any circumstance beyond the reasonable control of the Seller including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire flood, earthquake or shortage of supply or failure to deliver of the suppliers of the Supplier.

### 6. General

6.1. If any term or provision of these Terms & Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

6.2. The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of these Conditions.

6.3. The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

## 7. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

## 8. Guarantee

UnlockWholesale.com can only guarantee that the service will fulfill the customers' expectations if the following criteria are met:

8.1 The information provided on the submission form when ordering the service is 100% correct

8.2 The instructions available at <http://unlockwholesale.com/howto.html> have been followed EXACTLY as stipulated

8.3 The target mobile phone is not stolen or blacklisted

8.4 The target mobile phone is not already unlocked

8.5 The software of the target mobile phone has never been altered, changed or tampered with in any way

8.6 The IMEI number of the target mobile phone has never been altered, changed or tampered with in any way

8.7 The phone has never undergone an attempted unlocking with codes in the past

A refund shall not be warranted if all of these criteria are not met. UnlockWholesale.com will endeavor to solve any problem any customer may have while attempting to use our service, however liability for the success of the service lies solely with the consumer. Furthermore, UnlockWholesale.com cannot

guarantee that this service will enable the target handset to operate on any specific network. Certain handsets will only operate on certain networks. This is due to different GSM network frequencies.

## 9. Incorrect Orders

It is the customer's responsibility to make sure that the target mobile phone and the network the mobile phone is currently locked to is supported by our service. A credit note may be offered in specific circumstances, however a refund cannot be offered or given where the customer has paid and subsequently discovered that their handset and/or network is not supported by our service.

In the event a customer receives a "Code Error" message upon entering our provided unlock code, we will ask that the customer provides us with the device's "MEP" and "True IMEI". The MEP and True IMEI are obtained by using provided software known as the "Reader" to read the device by way of connecting the device to a computer via USB cable, launching the software, and clicking the button to read the device. We provide the reader for both Windows and Mac platforms and can be downloading from the following locations:

PC: <http://unlockwholesale.com/reader.exe>

Mac: <http://unlockwholesale.com/reader.zip>

After using the software to read the device, the customer can submit the MEP from their account online. After receiving the corrected information, we will then provide the correct code.

## 9. Time of Delivery

UnlockWholesale.com makes absolutely NO guarantee that orders will be delivered within a certain time frame or between certain hours of the day. We will, however, put forth best effort to ensure that orders placed between the hours of 7:00AM Pacific Standard Time and 12:00AM Pacific Standard Time are delivered within a reasonable time frame. Orders placed outside of these hours will be processed at 7:00AM PST.

## 11. Refund Policy

11.1 In the unlikely event that the codes we provide fail to unlock a customer's mobile phone, UnlockWholesale.com will ask the customer to confirm that the details they provided when submitting the order are 100% correct. In the event that the customer confirms that the submitted details are 100% correct, UnlocktoWholesale.com reserves the right to seek further evidence to support the customers claim that the codes did not unlock their mobile phone. This may include the customer sending the mobile phone to UnlockWholesale.com for verification purposes or making a video recording containing

images of the phone in question, the IMEI number on the sticker in the rear of the phone in question, the IMEI number displayed on the screen of the phone in question and the customer inserting an alternative SIM card and the resultant screen of the phone in question after it is switched on with the alternative SIM card inserted. These measures may seem a little extreme to most, however due to the electronic nature of our business, we have no other way to determine whether an unlock has been successful or not.

11.2 Order cancellations shall NOT be considered, if the buyer is an UNLIMITED SUBSCRIBER. The subscriber is not bound by any contract upon the end of their 30 day term. In the case that the buyer is using a purchased CREDIT toward unlock orders, a CREDIT may be issued so long as the order HAS NOT commenced processing. Buyers can contact us with their order ID first to check if your order has been processed.

11.3 Unlock codes issued by us, for phones that turn out to be barred or blacklisted, are not eligible for refunds. A barred phone refers to a stolen mobile phone or a mobile phone that was reported 'lost' by the owner.

## 12. Refunds and Returns

Refunds will NOT be given.

## 13. Chargeback & Credit Card Fraud Policy

UnlockWholesale.com TAKES CHARGEBACKS (DISPUTES OR STOP-PAYMENTS ON CREDIT CARD CHARGES) VERY SERIOUSLY. ALL CUSTOMERS WHO DISPUTE CREDIT CARD CHARGES FOR ANY REASON WILL BE REPORTED AS A DELINQUENT COLLECTION ACCOUNT TO ALL MAJOR CREDIT BUREAUS AND WILL BE SUED.

We fight back against Internet credit card fraud. The following policy describes how UnlockWholesale.com deals with credit card fraud criminals. They undermine the entire growth of the Internet and online merchants worldwide. Credit card fraud will not be tolerated.

Attempting to dispute or deny a valid charge through your bank or credit card company is fraudulent and is illegal. When UnlockWholesale.com receives such a dispute, this is our standard DISPUTE POLICY:

IF YOU TRY TO DISPUTE or DENY a valid charge, your credit card or checking account along with your name and address will immediately be added to a negative database. The negative database is shared by thousands of merchants on the Internet, both large and small, and you will not be able to purchase goods or services from said merchants in the future. Information in this negative database will also be

reported to all three major credit bureaus within 60 days, resulting in severe damage to your credit rating.

HOW DO WE IDENTIFY YOU? By subpoena or simply asking your Internet service provider to reveal a suspected violator's identity. Your Internet service provider is forced through the court subpoena process to give up this confidential information. Your ISP's log file history will show exactly what modem and port you logged on through and makes identification through your Account Name and Password. Even AOL and other dynamic IP addresses gives us the information needed to prosecute.

IF YOU TRY TO DISPUTE or DENY a valid charge, you will be sent an invoice for the disputed amount by regular postal mail. Copies will also be sent to your bank and credit card company. The invoice will include the following information:

Your personal computer's network location.

Your IP address used to complete the transaction.

The day and time of your purchase.

Proof-of-delivery verification from FedEx.

Original charge amount plus a \$25 USD fee for dispute processing.

If you do not pay the invoice within 30 days, you will be referred to a collection agency.

Our collection agency, in addition to pursuing you for recovery of the debt, will also add the collection account to your credit reports.

We have contracts with collection agencies in the US and worldwide.

If you do not withdraw your dispute after all this, we will sue you in a court of law with jurisdiction over this matter.

HOW DO WE COLLECT on fraudulent claims? Liens on your property, bank account, and garnishing of wages depending on your state and country. This will also result in a report being filed with the major credit reporting agencies.

TO AVOID ANY of the above, we encourage you to contact us first for any problems with your purchase. We have an excellent track record in resolving any issues to see that you are fully satisfied with your purchase.

#### 15. Rights of Consumer

Nothing in these Conditions shall affect the statutory rights of a consumer.

#### 16. Agreement

By using our site or our service, you are agreeing to these terms and conditions in full.

#### 17. Disclaimer

Please be aware that mobile phone unlocking may invalidate your phone's manufacturer's warranty. UnlockWholesale.com is not responsible for any damage caused to your mobile phone.

If you have any other queries please email us. We will then advise you on the best way to resolve it by contacting us through our live chat system at the top left hand corner of the website or by calling toll free: 1.888.850.0198

#### 18. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with United States of America Law.

#### 19. Legal Liability

In accordance with provisions outlined in The Digital Millennium Copyright Act (DMCA) UnlockWholesale.com provides a service to unlock cell phones for the sole purpose of lawfully connecting to a wireless telephone communication network. Any other use or misuse of a cell phone that is unlocked using our service is in no way our responsibility. By making a purchase of any unlocking service on UnlockWholesale.com the buyer agrees to accept full legal liability for his / her actions, use, misuse, sell, financial gain, or transfer of the cellular phone.