

Staples Trade-In Program Terms and Conditions

Staples Trade-In services are provided by SquareTrade Canada, Inc. dba Allstate Protection Plans ("Allstate Protection Plans"). Staples is not a party to the Trade-In transaction between customers and Allstate Protection Plans.

You may sell your Device to Us per these Terms and Conditions, but you are under no obligation to do so.

BY PARTICIPATING IN THE ALLSTATE PROTECTION PLANS TRADE-IN PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH ALLSTATE PROTECTION PLANS TO SELL YOUR DEVICE TO ALLSTATE PROTECTION PLANS PER THE TERMS AND CONDITIONS OUTLINED BELOW. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS TO CAREFULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AS A PARTICIPANT IN THE TRADE-IN PROGRAM. IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE USE OF THE TRADE-IN PROGRAM.

These Staples Trade-In Program Terms and Conditions are effective as of 23 June 2025.

1. Definitions.

- a. **Device** means Your cellular phone or any other eligible device that You Request Us to purchase hereunder.
- b. **Device Requirements** means a set of physical and functional conditions that a Device must satisfy for You to receive an Offer under the Trade-In Program, as more fully described in Section 3.
- c. **IMEI** means International Mobile Equipment Identity.
- d. **Offer** or **Adjusted Offer** means the value that we will pay you to purchase your Device under the Trade-In Program.
- e. **Personal Information** means personal information within the meaning given to that term under applicable data privacy laws.
- f. **Staples Gift Card** means an electronic gift card redeemable in Staples retail stores.
- g. **Trade-In Program** means a program through which customers can trade in their Device for a Staples Gift Card.
- h. **You** and **your** means the legal owner and seller of the Device.
- i. **We, us** or **our** means Allstate Protection Plans.

2. Representations and Warranties by You.

You hereby represent and warrant that:

- a. You are the sole owner of the Device, there are no liens, encumbrances or security interests established on the Device, and you have the legal power and authority to participate in the Trade-In Program and sell your Device to us.
- b. You are an individual who is a resident of Canada, 18 years of age or older, and are shipping the Device from within Canada.
- c. You agree to provide us with the information, including without limitation, any Personal Information, necessary to process the trade-in request.
- d. Your Device is not counterfeit, lost, or stolen.
- e. Your Device has all genuine OEM parts.
- f. You agree to factory reset the Device before shipping it to Us, destroy or erase any personal or confidential data from the Device, and disable any activation locks. We accept no responsibility or liability for any lost data.
- g. Your Device is free from any activation locks, including screen locks, operating systems locks such as Find my iPhone and other Factory Reset Protection locks.
- h. You have not made any false statements about the functions, physical condition or other important information of the Device and You have not participated in the Staples Trade-In Program in the past 12 months in violation of these Terms and Conditions.
- i. You agree to surrender ownership rights to the Device upon conclusion of the trade-in transaction.

3. Trade-In Process.

- a. To participate in the Trade-In Program, you will be directed to Allstate Protection Plans' online Trade-In Portal to commence the trade-in process for your Device. When using the Trade-In Portal, you must provide accurate, honest, and truthful information about Your Device including without limitation its current condition as well as certain Personal Information about You.
- b. Your Device must satisfy the Device Requirements to receive the Offer, which we will assess based on your responses to our questions. We reserve the right to reject trade-in requests for Devices that do not align with the Device Requirements. Device Requirements include, but are not limited to, our verification that you are the lawful owner of the Device, there are no outstanding liens or loans with respect to the Device, the Device manufacturer software settings have not been altered (e.g., jailbreaking or rooting), all activation locks, pin codes, and screen locks (including Find my iPhone) are turned off, the Device was not reported lost or stolen, the Device is safe to ship (e.g., the battery is not swollen, crushed, or punctured), the Device IMEI is not locked and the Device has been factory reset with all data and SIM cards removed.
- c. If we determine that your Device meets our Device Requirements, we will provide you with an Offer to purchase your Device. By accepting the Offer you are certifying that you are the lawful owner of the Device, consent to the trade-in transaction and agree to these Trade-In Program Terms and Conditions. You will be required to provide a valid credit card to participate in the Trade-In Program. After accepting the Offer, we will place a temporary preauthorization charge on your credit card in the amount of the Offer pending the shipment of your Device to us and our confirmation of your Device's condition. After we place the temporary preauthorization charge on your credit card, you will receive a Staples Gift Card in the amount of the Offer and a pre-paid shipping label to send your Device to us.
- d. You must send your Device to us within 7 days of us sending the shipping label to you. You are responsible for properly packing the Device and using the shipping label we provided to you. If you have not shipped your Device to us within 7 days of us sending the shipping label to you, we reserve the right in our discretion to rescind or revise the Offer. Once you send the Device to us, we cannot guarantee its return to you unless we provide an Adjusted Offer and you reject that Adjusted Offer in a timely manner.
- e. Once we receive your Device, if we determine that the Device meets our Device Requirements, title to the Device will transfer to us at our device returns center.
- f. Once we receive your Device, if we determine that the Device does not in fact meet the Device Requirements or any other information provided by you was inaccurate, incomplete or wrong (e.g. the Device was not in the same condition as described by you), we will withdraw our Offer and provide you with an Adjusted Offer. You will have 7 days to accept or reject the Adjusted Offer. If you accept the Adjusted Offer, we will charge your credit card the difference between the Adjusted Offer and Staples Gift Card you received and complete the Trade-In transaction. If you reject the Adjusted Offer, we will charge your credit card the full value of the Staples Gift Card you received and ship the Device back to you. If you do not respond to the Adjusted Offer Value within 7 days, we will assume you have accepted the Adjusted Offer. Once you have accepted the Adjusted Offer, title to the Device will transfer to us at our device returns center.

4. Identity Verification.

To comply with applicable laws and regulations, you will be required to provide a valid government-issued photo ID (such as a driver's license) to participate in the Trade-In Program. If you are unable to meet the identity verification requirements, you cannot participate in the Trade-in Program. We may provide such documents and other information about You to law enforcement agencies if required by applicable laws and regulations.

5. Lost or Stolen Devices.

If we determine or suspect that your Device is lost or stolen, we will retain your Device. In such a situation, you agree to cooperate with us and/or the authorities and the following will occur:

- a. we will notify the appropriate authorities;
- b. we will charge your credit card the full value of the Staples Gift Card you received; and
- c. we will not return the Device to you and will destroy the Device or pass the Device to the relevant authorities.

6. Cancellation.

We reserve the right to cancel the trade-in transaction and charge your credit card the full value of the Staples Gift Card, if we reasonably determine that you have perpetuated any kind of fraud hereunder, you did not provide full and truthful information, the Device has been reported lost or stolen, you do not have lawful possession of the Device or you are not the sole owner of the Device.

7. Privacy.

- a. Your privacy is very important to us. By participating in the Trade-In Program, you consent to Allstate Protection Plans collecting, processing, using, retaining, and disclosing your Personal Information in set forth in our [Privacy Statement](#).
- b. You acknowledge that we will share your Personal Information with third parties who provide certain services related to the Trade-in Program. You further acknowledge and agree to be contacted for any and all Trade-In Program related purposes at any telephone number or physical or electronic address you provide to us. All notices or requests pertaining to your participation in the Trade-In Program will be in writing and may be sent by any reasonable means including, for example, by mail, email, text message or recognized commercial overnight courier. Notices to you are considered delivered when sent to your Device or to the email you provided, or three (3) days after mailing to your address.

8. Miscellaneous.

- a. You are solely responsible for maintaining a separate back-up copy of your files or data before transferring ownership of the Device to us and that you have taken reasonable

steps to remove any files and data containing personal or confidential content. This Trade-in Program does not include data recovery and we shall not be liable for any loss of files or data.

- b. You are solely responsible for ensuring that the SIM card and accessories are removed from the Device and we shall not be liable for any liability or costs arising from your failure to remove the SIM card or accessories.
- c. We reserve the right to amend or modify these Terms and Conditions at any time by posting a new version on the Trade-In Portal.
- d. You may not assign or attempt to assign any of your rights or obligations hereunder.
- e. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will remain in full force and effect.
- f. To the extent permitted by law, you agree to indemnify and hold Allstate Protection Plans and its parent company and their subsidiaries, affiliates, officers, directors, agents and employees harmless from any claims or demands, including reasonable attorneys' fees, made by any third parties due to, connected to or arising out of the breach of this agreement, any acts or omissions, or violation of any law or the rights of any third party by you.
- g. If you have any questions, complaints, or information to share in respect to the Trade-In Program, please contact us at support.tradein@allstate.com.
- h. **Waiver of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALLSTATE PROTECTION PLANS OR ITS AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF, FROM OR RELATED TO YOUR PARTICIPATION IN THE TRADE-IN PROGRAM REGARDLESS OF THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) AND REGARDLESS OF WHETHER ALLSTATE PROTECTION PLANS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION FINDS THIS SECTION UNENFORCEABLE, YOU AGREE THAT THE EXTENT OF ALLSTATE PROTECTION PLANS' LIABILITY SHALL BE NO MORE THAN ONE HUNDRED DOLLARS (\$100).
- i. **Governing Law.** Each of the parties to these terms and conditions submit to the exclusive jurisdiction of the courts of the province of British Columbia and the courts having jurisdiction to hear appeals from such courts.