BUYBACK TERMS AND CONDITIONS | BACK MARKET
OCTOBER 2022

Article 1. Who are we? What do we offer?

&1.1 Welcome to Back Market, the marketplace connecting sellers and buyers of renewed consumer electronics operated by BACK MARKET Inc., a Delaware corporation (hereinafter referred to as "BACK MARKET" or "we"). The BuyBack service allows Individuals to connect with and sell their electronics to Refurbishers who will then refurbish these devices for their commercial activities. For all things concerning BuyBack please review and follow the BuyBack Terms and Conditions ("BuyBack Terms") provided here.

1.2 Back Market acts as an intermediary, and is in no case the Seller of Products. BACK MARKET is therefore not responsible for the Products sold or bought via the Marketplace. Besides, unless otherwise specified, BACK MARKET is not a brand owner's distributor of Products.

1.3 The purpose of these BuyBack Terms is to define the conditions of BuyBack that apply between an Individual and a Refurbisher for the trade-in of Products on the Marketplace. The relationship between Back Market and the Individual is governed by the terms of use of the Marketplace, accessible here. Any issues that are not addressed by the BuyBack Terms are subject to the provisions contained in other contracts binding the parties. Therefore, (i) the provisions of the Terms and Conditions of Services continue to apply to the relationship between BACK MARKET and Individual, and (ii) the provisions of the Seller General Terms and Conditions and the Quality Charter binding Refurbisher to BACK MARKET continue to apply to the relationship between them in addition to the BuyBack Terms. In the event of a conflict among these documents, the following order of priority shall apply: the BuyBack Terms shall prevail over the Terms and Conditions of Services, the Seller General Terms, and the Quality Charter only with respect to the conditions pertaining specifically to the BuyBack Service.

1.4 The BuyBack service is free of charge for Individuals (with the exception of shipping fees that may be incurred according to article 13.2.2), but is a paid service with respect to Refurbishers. Service fees are paid by Refurbishers to BACK MARKET in accordance with the provisions set out in the Sellers General Terms and Conditions.

Article 2. Some definitions

Capitalized terms used in this BuyBack Terms in either singular or plural form have the following meanings:

Individual	means any person(s) who sells Products to Refurbisher via the Marketplace
Marketplace	means the internet website, accessible at the address www.backmarket.com, through which Individuals and Refurbishers can be put in contact for the trade-in of electric and electronic products
Refurbisher	means any professional which offers for Individual's products on the Marketplace

Article 3. Who can use the BuyBack Service to sell products?

3.1 The BuyBack service may be used as an "Individual" only by natural persons who are 16 years old and over, and who are using the Marketplace for non-commercial purposes. Natural persons who are under 18 years old may use the BuyBack service only with the involvement of a parent or guardian.

3.2 Individuals are to provide accurate information to use the Marketplace including their name and the last four digits of their Social Security number ("SSN") to sell on the Marketplace. In addition, Individuals also agree to provide their full 9-digit SSN or their ITIN, once their transactions using the BuyBack service amount to more than $500 per calendar year. BACK MARKET may suspend payouts to Individuals who fail to provide a correct SSN/ ITIN once they reach the $500 threshold. You acknowledge that Back Market is entitled to retain funds from your payments in case you fail to provide your full valid and matching SSN, or in case you submit to Back Market incorrect, incomplete, inaccurate or obsolete information about your account.

3.3 Individuals are prohibited from providing false information or impersonating another person or company through your account. You are solely responsible for your account, and thus, you are responsible for all activity on your account. For this reason, it is important to keep your password secure. Back Market shall not be responsible

for communication errors would your contact information be inaccurate or incomplete.

3.4 Individuals using the BuyBack service are agreeing to the BuyBack Terms provided herein. Individuals undertake to comply with the BuyBack Terms in the framework of their interactions with regard to the BuyBack service.

BY ACCESSING OR USING THE BUYBACK SERVICE IN ANY WAY, THE INDIVIDUAL REPRESENT THAT:

(1) THEY HAVE READ, THEY UNDERSTAND, AND AGREE TO BE BOUND BY THESE BUYBACK TERMS AND CONDITIONS; AND

(2) THEY HAVE THE AUTHORITY TO ENTER INTO THESE BUYBACK TERMS AND CONDITIONS;

3.5 We may update these BuyBack Terms from time to time. Changes will be effective upon the posting of the changes unless otherwise specified. Individuals are responsible for reviewing and becoming familiar with any changes. Their use of the Services following the changes constitutes their acceptance of the updated BuyBack Terms. The latest iteration of the BuyBack Terms will be presented to Individuals prior to each sale using the BuyBack service. Individual will be asked to agree to the latest BuyBack Terms and Conditions before the transaction can be completed. Individual shall be vigilant when reading and accepting the BuyBack Terms for each order, as they can evolve between two successive orders.

Article 4. What products are eligible to the BuyBack service ?

4.1 BuyBack is limited to the following consumer electronic products: mobile phones, game consoles, audio headsets and headphones, and tablets (MacBooks too as from 2023). Back Market determines, in its sole discretion, which products are eligible for purchase or sale by or through the BuyBack service. Back Market may terminate the eligibility of certain products at any time and without advance notice, but such termination will not affect any products for which an offer has already been accepted.

4.2 In addition, Individual understands and accepts that the following products cannot be sold through the BuyBack service: blocklisted, greylisted, a rooted item (only for Android items), oxidized products, bent products, or counterfeit products.

4.3 The condition of Individual's product will be a factor into the offer from the Refurbisher. The grades are based on the condition of Individual's product. The full list of the grades and the characteristics the product must have to correspond with a certain grade is available under this link.

4.4 Individuals have to provide the accessories included with the product when sold as new when they are required for proper use of the item. Only standard accessories that Refurbishers can easily source are excluded (e.g. charging cables or wall-plug chargers for smartphones/tablets) under this link.

Article 5. What information shall Individuals provide on the product?

5.1 An Individual who wishes to use the BuyBack service undertakes to describe as accurately as possible the nature and condition of the product they want to sell, in accordance with the list of the grades available under this link.

5.2 The Individual must provide (i) a description of the nature of the product they would like to sell, (ii) the product's brand, (iii) the product's model, (iv) the product's specificities (for example, regarding a phone, whether the phone is unlocked or locked to a carrier), (v) the condition of the product, and (iv) the network carrier the product is locked to, where applicable. In addition, Individual represents (a) that they have complete ownership of the product they are selling, (b) that they have not acquired the product illegally, (c) that their representations regarding the condition of the product are truthful and accurate, (d) that they have not modified the product's software (i.e., jailbroken the product), (e) that they have deleted all personal data from the product, and have deactivated all user accounts (or, failing this, that they will delete their data and deactivate their accounts prior to sending the product to the Refurbisher) - Individuals will find guidelines on how to delete personal data under this link regarding iCloud/Google accounts.

Article 6 – How to trade-in a product?

6.1 FIRST OFFER – ACCEPTANCE AND REJECTION

6.1.1 A first offer is made by the Refurbisher on the basis of the information provided and the representations made by the Individual as follows:

- The BuyBox algorithm finds the best offer, where available, among the Refurbishers registered for the service, taking into account the price rate. Once an offer is found, it is presented to the Individual so that they can continue the transaction directly with the Refurbisher. Prices are rounded to the nearest dollar.
- This first BuyBack offer may be accepted or refused by the Individual.

6.1.2 This first offer is based on the declarations of the Individual, and it cannot constitute an acceptance nor a binding offer, until the Refurbisher has inspected the product and confirmed that the description of the product was complete and accurate. Individual understands that their acceptance of the first offer does not create a final contract of sale with the Refurbisher.

6.2 DISPATCH OF THE PRODUCT IN CASE OF ACCEPTANCE OF THE FIRST OFFER

6.2.1 An Individual who accepts a first BuyBack offer undertakes to:

A. Provide their birthday, nationality, physical address and telephone number (if they are not connected to their customer account when they want to benefit from the BuyBack Service).
B. Individual agrees to upload their valid ID (front and back), in case BACK MARKET's payment services provider requests this information.
C. Provide their bank account information, including: the name on the bank account, bank account number, and bank routing number as well as the last 4 digits of their Social Security number.
D. State how the product will be shipped to the Refurbisher. Individual is provided, free of charge, with a prepaid shipping label that is downloadable from their customer account. Individual must follow the instructions provided by Back Market to ship their product.
E. Delete all personal data and any codes from their product and, in addition, to disconnect their iCloud, Google, Apple's Find My Device feature or any other personal account, and to delete any code that could limit or prevent the Refurbisher from exploiting, repairing and/or selling the product. Detailed instructions are available in this article.
F. Send the product to the Refurbisher within twenty-one (21) calendar days by securely packaging the product by printing out and affixing to the package the prepaid shipping label.
G. Agree to the transfer of title and ownership property of their product to the Refurbisher, once the Refurbisher processes the payment to Individual. You disclaim any and all right, title or interest in and to the traded-in product, including the right to sell, dispose, or otherwise collect, where applicable, its value.

6.2.2 Individual understands that the risks associated with sending their product are their responsibility and that they are responsible for appropriately preparing their product for shipping. Individual agrees to send detailed photographs of the device inside and outside of the parcel prior to shipping. Instructions as to how to prepare the product are available in the will be provided confirmation email.

6.3 POTENTIAL SECOND OFFER

Upon receipt of the product, Refurbisher will inspect the product to verify that it conforms with the descriptions and declarations made by Individual as set forth in article 5 above.

6.3.1 Refurbisher has two (2) business days to pay the offer amount to the Individual 's bank account via BACK MARKET's payment services provider, provided that the Individual has complied with all requirements set forth in article 6.2.1 (A, D and E). The Individual acknowledges that the availability of the funds depends on bank processing periods.

6.3.2 If the product received by the Refurbisher is not in compliance with the representations made by the Individual, the first offer is voided, and the following process shall apply:

- Refurbisher has two (2) business days to make a second BuyBack offer via their account.
- The Individual then has fourteen (14) business days to accept or reject the second BuyBack offer on their account.

- If the second offer is accepted by the Individual, the sale becomes a firm sale and the Refurbisher becomes the owner of the product and must pay the offer price promised in the second offer once the offer is accepted provided that the Individual has made their complete banking information available. The Individual acknowledges that the availability of the funds depends on bank processing periods.
- If the Individual rejects the second offer, there is no contract of sale and Refurbisher shall send the product back to the Individual within two (2) business days, with no cost for Individual.

6.3.3 In the exceptional cases where the Individual sends a product that is not eligible under article 4 or if the Refurbisher received a wrong product, the Refurbisher may, through the Marketplace, give notice that the product cannot be purchased through the BuyBack service and that the first offer is therefore void. In that case, if the Individual wants the Refurbisher to return their product, the Individual undertakes to pay for a tracked shipment within five (5) calendar days after notice is given to the Individual via the Marketplace that their product cannot be purchased.

ARTICLE 7 - What if you do not provide all necessary information or fail to respond?

7.1 If the Individual refuses or abstains from providing their complete information complying with the requirements in article 6.2.1 A, D, F and G, there is no contract of sale and no BuyBack operation shall occur.

7.2 If the Individual refuses or abstains from providing their complete information complying with the requirements in article 6.2.1 E, BACK MARKET will send reminders three (3) times over a period of forty five (45) calendar days. Once the reminders have been sent and the period is completed, if the Individual still does not comply and does not provide a shipping label for the Refurbisher, the Refurbisher WILL NOT SEND THE PRODUCT BACK to the Individual and is FREE TO RECYCLE THE PRODUCT AS THEY SEE FIT, WITH NO OBLIGATION OF PAYMENT TO THE Individual.

7.3 If the Individual has complied with the requirements in article 6.2.1 but fails to respond to the Refurbisher's second offer, BACK MARKET will send reminders three (3) times over a period of fourteen (14) calendar days. Once the reminders have been sent and the period is completed, if the Individual still has not responded, they will be deemed as having implicitly accepted the second offer made by the Refurbisher. The Refurbisher will pay the amount of the second offer to the Individual.

7.4 If the Individual has not provided their bank account information or does not upload their valid ID in case BACK MARKET's payment services provider requests it, payment will be blocked by Back Market's payment partner, and may be returned to Refurbisher if the Individual has still not provided their bank account information after a period of 60 days and after at least one reminder sent by BACK MARKET.

ARTICLE 8 - What about returns?

Except in cases where the return is at the Individual 's expense, the Refurbisher will send back the product via a tracked shipment and add the tracking number in the chat of the order. In the event of a dispute following a return made by the Refurbisher, the Refurbisher undertakes to pay the Individual the amount of the first offer if they are unable to prove that they have returned the Individual's product.

ARTICLE 9 - What about liability for products and services?

9.1 Concerning the services : Back Market shall make every effort to ensure the availability of the BuyBack service. Back Market reserves the right to suspend or limit access to the BuyBack services to carry out repairs, maintenance operations, and/or add and/or develop a functionnality and/or a service. Back Market may not be held responsible for any damage suffered by an Individual due to the impossibility to use all or part of the BuyBack service.

9.2 Concerning the Products:

BACK MARKET acts as an intermediary, and is in no case the buyer of product on the Marketplace. BACK MARKET is not a party to the transaction entered into between the Refurbisher and the Individual and it cannot be held liable in the event of a dispute relating to the products, or to their sales transactions.

Individuals agree to release BACK MARKET 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 the Individual sends to the Refurbisher, or for such data's security, integrity, confidentiality, disclosure or use. Back Market is not responsible for: (a) any loss suffered by the Individual due to any data that is not erased from the device and transferred to a third party, or (b) any loss of data after the Individual submitted the Product to the Refurbisher.

Back Market reserves the right to cancel any BuyBack trade-in at its reasonable discretion in case of suspicion of fraud. Individual may cancel a trade-in submission at any time until they have sent the trade-in products to the Refurbisher. Individual will not receive any payment for a canceled trade-in.

ARTICLE 10 – Dispute resolution

10.1 Cooperation: The Parties acknowledge that the success of their contractual relationship is based on a mutual good faith partnership. Consequently, each of the Parties undertakes in all circumstances to cooperate as efficiently as possible with the other Party and in particular in the event of difficulties in performing or applying these T&Cs and other contractual documents, to seek in good faith solutions consistent with the interests of each Party and the interests of the Individuals in the framework of a high-quality service.

10.2 Right to Injunction: Individuals acknowledge that a breach of this agreement will cause irreparable damage to Back Market with respect to which Back Market's remedy at law for damages will be inadequate. Therefore, in the event of breach or anticipatory breach of the covenants set forth in this section by Individual and Back Market agree that Back Market shall be entitled to seek the following particular forms of relief, in addition to remedies otherwise available to it at law or equity including injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach and Individual hereby consents to the issuance thereof forthwith and without bond by any court of competent jurisdiction.

10.3 Dispute: All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these T&Cs or the use of any Product or Service provided by Back Market that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings will be held in English. This Arbitration Agreement applies to the Refurbisher and Back Market, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services or goods provided under these Terms and Conditions.

10.4 Notice Requirement and Informal Dispute Resolution: Before either Party may seek arbitration, each Party must first send to the other Party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Back Market should be sent to the Legal Department, 100 Bogart St, Brooklyn NY 11206. After the Notice is received, the Refurbisher and Back Market may attempt to resolve the claim or dispute informally. If the Refurbisher and Back Market do not resolve the claim or dispute within 30 days after the Notice is received, either Party may begin an arbitration proceeding. The amount of any settlement offer made by any Party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either Party is entitled.

10.5 Arbitration Rules: Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the Parties shall agree to select an alternative ADR Provider.

If Individual resides outside of the U.S., the arbitrator shall give the Parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each Party shall bear their own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

10.6 Additional Rules for Non-Appearance Based Arbitration: If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the Party initiating the arbitration. The arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise agreed by the Parties.

10.7 Time Limits: If the Refurbisher or Back Market pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any

deadline imposed under the AAA Rules for the pertinent claim.

10.8 Waiver of Jury Trial: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between the Refurbisher and Back Market in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, THE Refurbisher ANDBACK MARKET WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute is resolved by a judge.

10.9 Waiver of Class or Consolidated Actions: ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

10.10 Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The Parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a Party from submitting to a court of law any information necessary to enforce these Terms and Conditions, to enforce an arbitration award, or to seek injunctive or equitable relief.

10.11 Severability: If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Arbitration Agreement shall continue in full force and effect.

10.12 Right to Waive: Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the Party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

10.13 Survival of Agreement: This Arbitration Agreement will survive the termination of the Refurbisher's relationship with BackMarket.

10.14 Small Claims Court: Notwithstanding the foregoing, either the Refurbisher or Back Market may bring an individual action into small claims court.