

Introduction

Capstone Wireless provides an online link for consumers and businesses to sell their used wireless handset(s). We reserve the right to amend, cancel or alter these services at our sole discretion.

THE USE OF THIS SITE IS GOVERNED BY THE POLICIES, TERMS AND CONDITIONS SET FORTH BELOW IN THIS USER AGREEMENT ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. YOUR USE OF THIS SITE, YOUR PLACEMENT OF A TRANSACTION AND/OR USE OF A CAPSTONE WIRELESS SHIPPING LABEL TO SHIP EQUIPMENT TO OUR FACILITY INDICATES YOUR ACCEPTANCE OF THESE POLICIES, TERMS AND CONDITIONS.

WE MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON OUR SITE. EXCEPT AS STATED BELOW, THE AMENDED TERMS WILL AUTOMATICALLY BE EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED.

Registration

Our services are available only to users who are 18 years old or older and can form legally binding contracts under applicable Texas law. Our services are not available to minors. If you do not qualify, please do not attempt to use our services.

Your use of CapstoneWirelessllc.com may be terminated or suspended by us if you do not comply with this Agreement, our policies and procedures, or for any other reason we determine necessary, in our sole discretion, to protect us and other users of the site.

Trade Acceptance Policy

Your receipt of a purchase order or transaction id confirmation only signifies that Capstone Wireless will pay full value if the handset(s) sent are in acceptable condition as outlined below.

The shipment of your handset(s) confirms your acceptance of our price and condition offer. Under no circumstances will handset(s), be returned unless our offer is different that originally agreed to.

Condition of Handset(s)

In order to qualify for payment all handset(s) must be in working condition. They will power-up and make a test call. They will not be physically damaged, reported lost/stolen, have active ESN's, have broken LCD's or have any malfunction parts. Cases should be complete and unbroken. All handset(s) shall have a valid ESN or IMEI.

Any handset(s) sent in other than those listed on the initial transaction will not be returned and will become the property of Capstone Wireless. These units will be recycled. Please verify the accuracy of your transaction before submitting for approval. If you wish to change your transaction simply contact your sales rep and ask for an email change confirmation.

Please include the battery and battery door. Accessories, such as chargers and manuals, are not necessary but we will accept them and recycle them accordingly.

Capstone Wireless is not responsible for any lost/stolen packages or any damage to the contents during shipment. Capstone Wireless will not be financially liable for any shipment lost or misdelivered by the shipping carrier.

Cell Phone Services

It is the responsibility of the user to discontinue service on handsets sold to Capstone Wireless before initiating a transaction. Capstone Wireless is not responsible for previous or subsequent airtime charges accrued prior, during, or after any transaction. Should any airtime charges be accrued, it is the responsibility of the original user and service provider to resolve payment issues.

Payment

Payment will be made to the user, at the users discretion, via any of the four options listed immediately below.

1. Company check will be made out to the company that submitted the phones.
2. Capstone Wireless will make the payment to your wireless carrier so it shows up as a credit on your bill. Except for Sprint Customers. Sprint will not accept payment from a third party.
3. Capstone Wireless will make payment to a charity of your choice. If no charity is designated, Capstone Wireless will donate the funds to a charity we work with.
4. Payment will be held as a credit account for the user to make purchases from our Accessory Store or to purchase replacement equipment from Capstone Wireless.

Payment will be made after 45 days of the verification of received handset(s). If there is a dispute in condition users will be notified by e-mail with an adjusted trade offer. If the adjusted offer is not acceptable, Capstone Wireless will return the shipment at the users' expense via a minimum \$10 shipping and handling charge. If the adjusted offer is accepted the adjusted payment will be made based on the date of the original trade. Capstone Wireless will not be responsible for user delays. User must respond to any adjusted trade offer within three business days or Capstone Wireless will assume the adjusted offer is acceptable and process the shipment using the adjusted offer.

Federal Law states that any payout exceeding \$600 in a calendar year, either cumulative or individual transaction(s), cannot be fulfilled until a valid W9 form is submitted. Should your total transaction(s) meet or exceed \$600 in a given calendar year, Capstone Wireless must have a valid signed W9 form on file in order to proceed with payment of any current, outstanding, or future transactions for the said year.

●Pricing

All pricing is subject to change without notice. For all prices, products and offers, Capstone Wireless reserves the right to make adjustments due to changing market conditions, product availability, and other extenuating circumstances. Any published pricing expires at the end of each calendar month unless specifically noted by a Capstone Wireless executive.

All disqualified or not accepted handsets,will be recycled per the standards of the Basel Action Network.

NOTE: User must make sure they can receive e-mails from Capstone Wireless. Capstone Wireless is not responsible for any e-mails that are blocked or spam filtered. Once the disqualified transactions are disposed/recycled there's no way for Capstone Wireless can return the disqualified handsets back to the user.

●Disqualified Transaction

Capstone Wireless will not be responsible for user delays. User must respond to the "Disqualified" notification e-mail within 10 business days or Capstone Wireless will dispose/recycle all disqualified handset(s). Capstone Wireless is not liable for any disposed/recycled handset(s).

NOTE: User must make sure they can receive e-mails from Capstone Wireless. Capstone Wireless is not responsible for any e-mails that are blocked or spam filtered. Once the disqualified transactions are disposed/recycled there's no way for Capstone Wireless can return the disqualified handsets back to the user.

●Copyright and Trademark Notice

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All trademarks or service marks are property of their respective owners. The use of any trademark or service mark without the express written consent of the respective owner is strictly prohibited.

Legal Compliance

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service and items. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Texas, without regard to the conflict of laws or choice of law provisions thereof. Subject to the provisions of this agreement User and Capstone Wireless, LLC hereby submit to the jurisdiction and venue of any state court sitting in Dallas County, Texas or any federal district court for the district in which said county is located.

Independent Contractor

This Agreement and your membership in no way constitute or give rise to a partnership, joint venture or other relationship between the parties. Each of us will operate under the terms of this Agreement as an independent contractor and not as an agent for the other.