

## Eastlink Trade-Up Program Terms & Conditions

Thank you for your participation in Eastlink's Trade-Up program (the "Program"). The Program allows you to trade in an old device ("Trade-Up Device") in exchange for a credit. Under the Program, Eastlink collects your old device on behalf of a third party company, Clover Wireless. Eastlink does not take ownership of, or resell, any devices received through the Program. These Eastlink Trade-Up Program Terms & Conditions supplement and are incorporated into our Terms of Service available at [www.eastlink.ca/terms](http://www.eastlink.ca/terms). By participating in the Program, you acknowledge that you understand and expressly agree to the terms and conditions outlined below.

**1. Eligibility.** Program available at participating Eastlink retail locations to new or existing Eastlink postpaid customers. Certain wireless devices, as determined by Eastlink from time to time (each a "Device") will be eligible to be traded in through the Program. **New customers:** Program only available with new activation of an Eastlink Device on a postpaid service plan. **Existing customers:** Program only available with activation of a new Eastlink Device on a postpaid service plan.

**2. Credit.** Trade-Up Device must be surrendered at the time of Trade-Up and will not be returned to you under any circumstances. Limit of one device traded-in for each new Eastlink Device activated. If your Trade-Up Device has a Trade-Up value greater than \$0 (as determined by Eastlink), in exchange for trading in your Trade-Up Device, you will receive an Eastlink credit ("Credit"), which will be applied, after taxes, in-store to the upfront price of the new Eastlink Device purchased. If new Device price is less than Credit amount, remaining Credit must be applied towards concurrent purchase of accessories, or you will lose the remaining Credit.

**ONCE THE TRADE-UP TRANSACTION IS COMPLETE, UNDER NO CIRCUMSTANCES WILL YOUR TRADE-UP DEVICE BE RETURNED TO YOU OR WILL YOU BE COMPENSATED FOR THE AMOUNT OF THE CREDIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT IF, AFTER YOU TRADE-UP YOUR TRADE-UP DEVICE, YOU DECIDE TO RETURN YOUR NEW EASTLINK DEVICE, YOU WILL BE REIMBURSED THE PRICE YOU PAID FOR YOUR NEW EASTLINK DEVICE, BUT YOU WILL LOSE THE VALUE OF THE CREDIT, AND THE TRADE-UP DEVICE WILL NOT BE RETURNED TO YOU.**

**3. Trade-Up Value.** The trade value of the Trade-Up Device is determined using a third-party quote estimation tool, and based on an in-store review of the condition of the Trade-Up Device. Eastlink makes no representation that the Trade-Up value assigned to a Trade-Up Device is equivalent to the fair market value. The Trade-Up value varies depending on the make and model of the device, the condition of the device, the date of Trade-Up and other factors which may be periodically updated or revised. The Trade-Up value may be zero. Trade-Up value is final and non-negotiable. The Trade-Up value will not be provided to you in cash form, or in any form other than the Credit described in section 2.

**4. Your Personal Information and Our Privacy Policy.** You agree to provide accurate and current personal information as requested by us, including but not limited to your name, Eastlink account number and Eastlink wireless phone number. You agree that we may disclose such personal information to our third-party agents and service providers in connection with the operation of the Program. Eastlink respects the privacy of our customers. Our collection, use and disclosure of personal information in connection with the Program is governed by our Privacy Policy located at [www.eastlink.ca/terms](http://www.eastlink.ca/terms). Personal information collected in connection with the Program may be stored and processed in or outside Canada and may be accessed by the courts, law enforcement and national security authorities of that jurisdiction.

**5. Your Representations.** You represent that you are the sole and rightful owner of the Trade-Up Device, that you have all the rights necessary to transfer title to the Trade-Up Device, that the Trade-Up Device is not counterfeit or stolen or your provision of the Trade-Up Device to us is not otherwise fraudulent, that the Trade-Up Device is free from any liens, encumbrances or claims by any third parties, and that the condition, specifications and other representations you provide regarding the Trade-Up Device are accurate. You represent that the Trade-Up Device does not contain any third-party software that may not be transferred or for which royalties are due. You represent that your transfer of the Trade-Up Device to us will comply with all applicable laws, including without limitation, all import and export laws, and will not infringe on any third party's intellectual property rights (including copyrights, trademarks, patent, trade secrets or other proprietary rights).

**6. Passing of Title.** You understand and expressly consent that, once you complete your Trade-Up transaction and Eastlink accepts your Trade-Up Device, title to your Trade-Up Device will pass to Clover Wireless and you will no longer be the owner of the Trade-Up Device. You understand that you remain responsible for deactivating the device and paying any outstanding charges related to the Device and/or your service.

**7. Your Responsibilities. IT IS YOUR RESPONSIBILITY TO REMOVE YOUR SIM AND MEMORY CARD AND ANY ACCESSORIES, IF APPLICABLE, AND DELETE ALL PERSONAL/SENSITIVE DATA FROM THE TRADE-UP DEVICE BEFORE YOU TRADE IT IN. YOU SHOULD BACK UP AND STORE ANY DATA YOU WISH TO KEEP FROM YOUR TRADE-UP DEVICE. EASTLINK IS NOT RESPONSIBLE FOR REMOVING DATA FROM THE TRADE-UP DEVICE AND CANNOT GUARANTEE THAT ANY DATA LEFT ON THE DEVICE WILL BE DELETED.**

**8. Limitation of Liability. EASTLINK WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMOUNT OTHER THAN THE TRADE-UP VALUE ASSIGNED TO THE TRADE-UP DEVICE THROUGH THE PROGRAM, AND ONLY IN ACCORDANCE WITH THE CONDITIONS HEREIN. IN NO EVENT WILL EASTLINK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO THE PROGRAM OR ANY TRADE-UP (INCLUDING BUT NOT LIMITED TO ANY DAMAGES YOU MAY SUFFER IF DATA LEFT ON THE TRADE-UP DEVICE IS ACCESSED, OR ALTERNATIVELY, IS UNRECOVERABLE).**