

# Website Terms of Use

## Gr8 Mobile.us

### Last updated:

September 28 2023

You can see previous Terms [here](#)

The following terms and conditions (these "**Terms**") govern your access to and use of the websites of Phoenix Cellular USA Inc. (trading as Gr8 Mobile), a company registered in Delaware, U.S. whose registered office is at 2140 South Dupont Highway, Camden, Kent County, Delaware 19934 and its affiliates (collectively, "**Gr8 Mobile**," "**our**," "**we**," or "**us**") located at [www.gr8mobile.us](http://www.gr8mobile.us) (together with any sub-domains thereto, and future websites the Gr8 Mobile operates), including any content, functionality, accounts, and services offered on or through such website (collectively, the "**Website**"), whether as a guest or a registered user.

Please read these Terms carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms, our [Service Terms](#), [Privacy Policy](#), and our [Cookie Notice](#) (each of which is incorporated herein by reference) and all applicable laws and regulations.

**IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SERVICES AND PLATFORM (EACH AS DEFINED BELOW). IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE GOVERNING LAW/JURISDICTION AND MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS SECTION BELOW. PLEASE READ CAREFULLY.**

### Website Use

The Website gives users the ability to sell certain mobile phones ("**Devices**") to Gr8 Mobile, subject to these Terms (the "**Service**") after receiving an "offer" from Gr8 Mobile by identifying your Devices and its condition and completing check-out on the Website (each transaction, a "**Trade-In**"). You agree that the terms of the Service will be governed by the [Service Terms](#).

Gr8 Mobile grants you a personal, non-exclusive right to use the Website for individual transactions on the Website. We may, in our sole discretion, change or discontinue any or all aspects of the Website at any time, without notice, and without liability to you. The Website remains the sole property of Gr8 Mobile or its third-party licensors or providers. The Website is protected by copyright, trademark, and other U.S. and foreign laws. These Terms do not grant you any

right, title, or interest in the Website or Gr8 Mobile trademarks, logos, or other brand features.

### **Eligibility**

Persons using the Website and the Service represent and warrant that as a condition of use that they are 18 years of age or older. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule, or regulation prohibits you from accessing the Website, you may not access it.

### **Permitted Use**

You may only use the Website and Service for lawful purposes and in accordance with these Terms. All commercial and/or unauthorized use of the Website is strictly prohibited. You agree not to use the Website or Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Gr8 Mobile, a Gr8 Mobile employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or that, as determined by us, may harm Gr8 Mobile or users of the Website.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

### **Accounts**

The Website contains certain areas and contents that are accessible to all persons and contains areas that may be accessed by valid, active account holders after login with assigned username and password credentials through a personal user account ("**Account**"). You shall provide accurate, complete, and current Account information and, as applicable, timely update the same. You are solely responsible for the activity that occurs on the Account and for keeping your Account credentials secure. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You shall remain solely responsible for the activity arising out of any failure to keep your Account details confidential and notify Gr8 Mobile promptly of any breach of security or any known unauthorized use of the Account. Notwithstanding deletion of the Account, Gr8 Mobile may retain your data as reasonably necessary for compliance with applicable law. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, using the Service, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

### **Service Terms**

Your use of the Service is subject to the [Service Terms](#), which are an integral part of these Terms and are expressly made a part hereof.

### **Feedback; Content**

You can submit to Gr8 Mobile via the Website or otherwise questions, comments, suggestions, and ideas ("**Feedback**"). Any Feedback you provide to us shall be deemed to be non-confidential and non-proprietary, and, accordingly, Gr8 Mobile shall be free to use such information on an unrestricted basis.

You agree that you will not post any of the following prohibited content anywhere on the Website:

- Confidential information or other information that you do not have the right to disclose (whether under contractual obligation or otherwise).
- Content that might be misleading or deceptive.
- Advertising, marketing, or promotional material or other unauthorized commercial communications.
- Content that you do not have the right to post or otherwise transmit, such as content that is protected by copyright, trademark, or any other proprietary right (unless you have express, written permission from the owner and, where applicable, include appropriate acknowledgement).
- Content that contains a virus or other harmful or potentially harmful code.
- Content that defames, harasses, or threaten others.
- Content that contains obscene, violent, sexually explicit or offensive language or images.

- Content that is unlawful.

## **Monitoring and Enforcement**

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

We do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

## **Data Protection and Privacy**

Please review the [Gr8 Mobile Privacy Policy](#), which govern collection, use, and disclosure of your personal information, including all data associated with your use of the Website.

## **Disclaimer**

We strive to provide great Website and professional Service, but there are certain things that we can't guarantee. WE DO NOT INDEPENDENTLY VERIFY THE ACCURACY OR RELIABILITY OF THE WEBSITE OR SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. GR8 MOBILE AND ITS THIRD-PARTY LICENSORS OR PROVIDERS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

GR8 MOBILE AND THIRD-PARTY LICENSORS OR PROVIDERS MAKE NO WARRANTY THAT: (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE PROVISION OF THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS ON THE WEBSITE WILL BE CORRECTED. NEITHER WE, NOR OUR LICENSORS OR SUPPLIERS, GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY, OR SUITABILITY OF THE WEBSITE. THE WEBSITE MAY BE INCOMPLETE OR INACCURATE AND, ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE WEBSITE. Some jurisdictions do not allow the disclaimer of implied warranties, so a portion of the foregoing may not apply to you, in which case the duration of any such

implied warranties is limited to the minimum period permissible under applicable law.

### **Limitation of Liability**

NEITHER GR8 MOBILE NOR ANYONE ELSE CONNECTED WITH THE WEBSITE OR THE SERVICE IN ANY WAY CAN BE RESPONSIBLE FOR THE APPEARANCE OF ANY INACCURATE INFORMATION OR FOR YOUR USE OF THE INFORMATION CONTAINED IN OR LINKED FROM THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR OUR THIRD-PARTY LICENSORS OR PROVIDERS (OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO ACCESS THE WEBSITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. GR8 MOBILE SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY MATERIAL LINKED THROUGH THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF GR8 MOBILE OR OUR THIRD-PARTY LICENSORS OR PROVIDERS (OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE WEBSITE OR SERVICE EXCEED \$500. THE LIMITATIONS SET FORTH IN THESE TERMS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR OUR GROSS NEGLIGENCE, OR INTENTIONAL, MALICIOUS MISCONDUCT.

### **Indemnification**

You agree to indemnify and hold Gr8 Mobile and its officers, directors, employees, agents, and contractors harmless from and against all liability, losses, claims, demands, or costs of any kind, including reasonable attorneys' fees and costs of litigation, arising from your violation of these Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

### **Third-Party Vendors**

Your correspondence or business dealings with, or participation in promotions of, third-party vendors found on or through the Website are solely between you and such advertiser or third-party vendor. Any question, complaints, or claims should be directed to the appropriate third-party vendor. You agree that Gr8 Mobile shall not be responsible or liable for any loss or damage of any sort incurred as the

result of any such dealings or as the result of the presence of such third-party vendors on the Website.

### **Links**

The Website may provide links to other websites. Because we have no control over such sites, you acknowledge and agree that Gr8 Mobile is not responsible for the availability of such external sites and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites. You further acknowledge and agree that Gr8 Mobile shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or products available on or through any such linked site. You should follow the link to the terms of use on the appropriate page for such sites to determine which company's terms of use governs such sites.

### **Force Majeure**

Gr8 Mobile will not be liable for any failure of performance to the extent such failure is due to any cause or causes beyond Gr8 Mobile's reasonable control, including acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism, strikes and similar labor difficulties, war, sabotage, pandemic, internet-access issues, denial of service attacks, shortage or unavailability of supplies, and other mechanical, electronic, or communications failures or degradation. Gr8 Mobile's invocation of this clause will not relieve you of your obligation to pay any fees owed to Gr8 Mobile.

### **Governing Law/Jurisdiction and Arbitration/ Waiver of Class Actions**

These Terms and the interpretation of these Terms will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles and specifically will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act (UCITA). Any cause of action or claim you might have with respect to these terms must be commenced within one (1) year after such claim or cause of action arises or shall be deemed waived. EXCEPT WITH RESPECT TO THE PROTECTION AND ENFORCEMENT OF GR8 MOBILE'S INTELLECTUAL PROPERTY RIGHTS, ANY CLAIM, CAUSE OF ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE RESOLVED BY MANDATORY, BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**"). THE ARBITRATION SHALL BE CONDUCTED IN NEW YORK, NEW YORK, AND THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM

ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS.

### **Severability; English Language**

If any provision in these Terms should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from these Terms if no such modification is possible, and the other provisions of these Terms shall remain in full force and effect. The controlling language of these Terms is English. If you have received a translation into another language, it has been provided for your convenience only.

### **Modifications**

We retain the right, at our sole discretion, to modify these Terms at any time. Whenever we modify these Terms in substance, we will post the revised statement here, with an updated revision date. If we make significant changes to these Terms, we may also notify you by other means, such as sending an email or posting a notice on the Site prior to the changes taking effect. Please make sure you read the updated Terms before using the Website.

If any portion of these Terms is unacceptable to you or will cause you to no longer comply with these Terms, you should discontinue use the Website and all Services. Your use of the Website and the Service now or following changes in these Terms means that you have accepted and are bound by the changes. It is therefore important that you check the current version available from time to time and ensure you are updated as to any changes.

### **Entire Agreement**

These Terms (including the [Service Terms](#), [Privacy Policy](#), and [Cookie Notice](#)) constitute the entire agreement between you and Gr8 Mobile with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. Our past, present, and future affiliates and agents can invoke our rights under these Terms in the event they become involved in a dispute with you. Otherwise, these Terms do not give rights to any third parties.

If you have any questions about these Terms, please contact [info@gr8mobile.us](mailto:info@gr8mobile.us).

