

Flash2MetroPCS

Terms And Conditions

Revision Date: 11/21/2008

1. Price and Payments

The price for the flashing service shall be the quoted price of the Seller, and payment of the Price shall be made by the Buyer before provisioning of the service. Likewise, the price for any pre-flashed products shall be the quoted price of the Seller, and payment of the Price shall be made by the Buyer before provisioning of said products.

2. Service And/Or Products

The description and quality of the service and/or product to be sold, shall be as set out in the product information pages as described at www.flash2metropcs.com - and said description of our services and/or products are provided by the Seller to the Buyer.

3. Delivery

The Seller shall deliver the service and/or product to the Buyer at the physical (and in some cases "email") address of the Buyer as shown on the Buyer's submission. Time shall not be of the essence for delivery.

4. Title and Risk

- 4.1. The Service and/or Product shall be at the risk of the Buyer following delivery.
- 4.2. Notwithstanding delivery, title in the Service and/or Product shall not pass to the Buyer until the Buyer has made payment of all sums owing to the Seller.
- 4.3. Until such time as title in the Service and/or Product passes to the Buyer, the Seller shall have the right to withhold the Service and/or Product.

5. Force Majeure

The Seller shall not be liable for any default due to any circumstance beyond the reasonable control of the Seller including, but not limited to, acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire flood, earthquake or shortage of supply or failure to deliver of the suppliers of the Supplier.

6. General

- 6.1. If any term or provision of these Terms And Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.
- 6.2. The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of these Conditions.
- 6.3. The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

7. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

8. Hardware And/Or Software

The sale of hardware and/or software on the Flash2MetroPCS.com website is final. The customer is expected to research all aspects of the respective hardware and/or software applications capabilities before making a purchase. By purchasing hardware and/or software on the Flash2MetroPCS.com website you agree that you have accepted and understand the hardware and/or software's capabilities and capacity to carry out the specific operation for which it is intended. Further, no refunds can be offered or given to customers after the purchase of hardware and/or software in a case where the customer decides that the hardware and/or software cannot fulfill their expectations. A refund may be considered if the hardware and/or software fails to function, in part or completely. However, the customer may be required to provide video evidence showing the hardware and/or software failing to function before a refund will be considered. Due to the nature of digital downloads, and the ease of which downloadable software can be reproduced (and hardware can be reprogrammed), we have to take necessary precautions against attempted fraud.

9. Guarantee

Flash2MetroPCS.com can only guarantee that the service and/or product will fulfill the customer's expectations if the following criteria are met:

- 9.1 The information provided on the submission form when ordering the service and/or product is 100% correct.
- 9.2 The instructions provided with the service and/or product have been followed EXACTLY as stipulated.
- 9.3 The target mobile phone is not stolen or blacklisted.
- 9.4 The target mobile phone is not already unlocked.
- 9.5 The software of the target mobile phone has NEVER been altered, changed or tampered with in any way.
- 9.6 The IMEI number of the target mobile phone has never been altered, changed or tampered with in any way.
- 9.7 The phone has never undergone an attempted unlocking and/or flashing with codes in the past.

A refund shall not be warranted if all of these criteria are not met. Flash2MetroPCS.com will endeavor to solve any problem any customer may have while attempting to use our service and/or product, however liability for the success of the service and/or product lies solely with the consumer. Certain handsets will only operate on certain networks. This is due to different GSM network frequencies as well as different technologies GSM vs. CDMA (at current MetroPCS prescribes to a CDMA based network).

10. Incorrect Orders

It is the customer's responsibility to make sure that the target mobile phone and the network the mobile phone is currently locked to is supported by our service. A credit note may be offered in specific circumstances, however a refund cannot be offered or given where the

customer has paid and subsequently discovered that their handset and/or network is NOT supported by our service.

11. Refund Policy

- 11.1 In the unlikely event that the service we provide fails to flash a customer's pre-owned mobile phone, Flash2MetroPCS.com will ask the customer to confirm that the details they provided when submitting the order are 100% correct. In the event that the customer confirms that the submitted details are 100% correct, Flash2MetroPCS.com reserves the right to seek further evidence to support the customer's claim that the codes did not flash their mobile phone. This may include the customer sending the mobile phone to Flash2MetroPCS.com for verification purposes or making a video recording containing images of the phone in question, the IMEI number on the sticker in the rear of the phone in question, the IMEI number displayed on the screen of the phone in question and the customer inserting an alternative SIM card and the resultant screen of the phone in question after it is switched on with the alternative SIM card inserted. These measures may seem a little extreme to most, however due to the electronic nature of our business, we have no other way to determine whether an "unlocking" and/or "flashing" has been successful or not.
- 11.2 Order cancellations shall only be considered, if the order placed HAS NOT commenced processing. You can contact us with your order ID first to check if your order has been processed or not.
- 11.3 Unlock codes and or "flash" programming services issued by us, for phones that turn out to be barred or blacklisted, are NOT eligible for refunds. A barred phone refers to a stolen mobile phone or a mobile phone that was reported 'lost' by the owner.
- 11.4 In the event that a refund is required, a refund shall be given after a deduction of 10% of the total refund amount towards card processing and handling expenses.
- 11.5 In case of tangible products: Goods which are defective on receipt can be returned for replacement. Goods found to be defective within 30 days will be replaced. Goods found to be tampered with by the customer will not be replaced, but will be returned at the customer's expense. We do not give money back, instead we replace the item or give a credit to be used on our web site. All sales on flashing services are FINAL and NON-REFUNDABLE due to the nature of these products. Shipping and handling costs are also NON-REFUNDABLE.

12. Refunds and Returns

Refunds will be given for tangible goods that have been returned within 30 days in "as sold" condition. Refunds will not be given for goods that;

12.1 Are lost in the postage system and have proof of postage/posting, this matter should be taken up with the postage service.

13. Order Verification prior to processing

In certain cases, Flash2MetroPCS.com may ask the customer to submit a scanned copy of the credit card and/or bank statement, as well as a scanned copy of the cardholder's state issued identification in order to completely verify the integrity of the order and to avoid credit card fraud. Due to the overwhelming fraudulent orders we receive a day we must take all the necessary precautions to minimize credit card fraud as much as possible. We reserve the right to refuse an order which looks suspicious or turns out to be fraudulent.

Orders which turn out to be fraudulent WILL BE REPORTED to the relevant authorities, and at their respective discretion, be investigated to the fullest extent by law.

14. Chargebacks & Credit Card Fraud Policy

Flash2MetroPCS.com TAKES CHARGEBACKS (DISPUTES OR STOP-PAYMENTS ON CREDIT CARD CHARGES) VERY SERIOUSLY. ALL CUSTOMERS WHO DISPUTE CREDIT CARD CHARGES FOR ANY REASON WILL BE REPORTED AS A DELINQUENT COLLECTION ACCOUNT TO ALL MAJOR CREDIT BUREAUS AND WILL BE SUED.

We fight back against Internet credit card fraud. The following policy describes how Flash2MetroPCS.com deals with credit card fraud criminals. They undermine the entire growth of the Internet and online merchants worldwide. Credit card fraud will not be tolerated.

Attempting to dispute or deny a valid charge through your bank or credit card company is fraudulent and is illegal. When Flash2MetroPCS.com receives such a dispute, this is our standard DISPUTE POLICY:

IF YOU TRY TO DISPUTE or DENY a valid charge, your credit card or checking account along with your name and address will immediately be added to a negative database. The negative database is shared by thousands of merchants on the Internet, both large and small, and you will not be able to purchase goods or services from said merchants in the future. Information in this negative database will also be reported to all three major credit bureaus within 60 days, resulting in severe damage to your credit rating.

HOW DO WE IDENTIFY YOU? By subpoena or simply asking your Internet service provider to reveal a suspected violator's identity. Your Internet service provider is forced through the court subpoena process to give up this confidential information. Your ISP's log file history will show exactly what modem and port you logged on through and makes identification through your Account Name and Password. Even AOL and other dynamic IP addresses give us the information needed to prosecute.

14. Chargebacks & Credit Card Fraud Policy (CONTINUED)

IF YOU TRY TO DISPUTE or DENY a valid charge, you will be sent an invoice for the disputed amount by regular postal mail. Copies will also be sent to your bank and credit card company. The invoice will include the following information:

- Your personal computer's network location.
- Your IP address used to complete the transaction.
- The day and time of your purchase.
- Proof-of-delivery verification from Fedex.
- Original charge amount plus a \$25 USD fee for dispute processing.

If you do not pay the invoice within 30 days, you will be referred to a collection agency. Our collection agency, in addition to pursuing you for recovery of the debt, will also add the collection account to your credit reports.

We have contracts with collection agencies in the United States of America. If you do not withdraw your dispute after all this, we will sue you in a court of law with jurisdiction over this matter.

HOW DO WE COLLECT on fraudulent claims? Liens on your property, bank account, and garnishing of wages depending on your state and country. This will also result in a report being filed with the major credit reporting agencies.

TO AVOID ANY of the above, we encourage you to contact us first for any problems with your purchase. We have an excellent track record in resolving any issues to see that you are fully satisfied with your purchase.

15. Rights of Consumer

Nothing in these Conditions shall affect the statutory rights of a consumer.

16. Agreement

By using our site or our service, you are agreeing to these terms and conditions in full.

17. Disclaimer

Please be aware that mobile phone software customization may invalidate your phone's manufacturer's warranty. Flash2MetroPCS.com is not responsible for any damage caused to your mobile phone.

If you have any other queries please email us. We will then advise you on the best way to resolve it by contacting us through our live chat system at the top left hand corner of the website or by emailing us at: support@flash2metropcs.com

18. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with United States of America Law.

19. Legal Liability

In accordance with provisions outlined in The Digital Millennium Copyright Act (DMCA), Flash2MetroPCS.com provides a service to flash cell phones for the sole purpose of lawfully connecting to a wireless telephone communication network. Any other use or misuse of a cell phone that is unlocked using our service is in no way our responsibility. By making a purchase of any unlocking/flashing service on Flash2MetroPCS.com the buyer agrees to accept full legal liability for his / her actions, use, misuse, sell, financial gain, or transfer of the cellular phone.

