

## **User Agreement**

Use of the CheckESN.com site is governed by the terms, policies and conditions set forth in this User Agreement ("Agreement"). **PLEASE READ THIS AGREEMENT CAREFULLY. YOUR REGISTRATION, YOUR USE OF THIS SITE AND YOUR PLACEMENT OF A TRANSACTION 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, the amended terms will automatically be effective immediately after they are posted. CheckESN.com is a secure service that identifies ESN (Electronic Serial Numbers) on cell phones and aircards that are eligible for new activation within the Sprint Network. These are made available to wholesalers, individuals and service providers to protect a potential buyer from fraud or add value when selling wireless equipment. CheckESN.com and its employees are not directly affiliated with Sprint Nextel Corp. We are an independently owned and operated company. We reserve the right to alter, cancel, or amend our services at our sole discretion.

## **Registration**

Our services are available only to registered users who can form legally binding contracts under applicable law. Our services are not available to minors. If you do not qualify, please do not attempt to use our services. Registration requires the completion of the user registration form with accurate and complete contact names, main business address, telephone numbers, and e-mail addresses. Your membership to use CheckESN.com may be terminated or suspended by us if you do not comply with this Agreement, our policies and procedures, or for any reason we determine is necessary, in our sole discretion, to protect us and other users of the site.

## **Pricing**

All pricing is subject to change without notice. For all prices, products and offers, CheckESN.com reserves the right to make adjustments due to changing market conditions and other extenuating circumstances.

## **Payment**

Confirmed payment via PayPal must be made before results of the ESN verification can be e-mailed to the registered customer.

## **Guarantee/Refund**

Refunds are offered if and when CheckESN.com has supplied the customer with information stating the units in question are eligible for activation and after going through the activation process, Sprint has refused to allow new service for this unit. This guarantee will expire 10 business days from the date of the transaction confirmation, which is the day that the payment is processed. CheckESN.com is not responsible for user delays.

## **Incorrect Submissions**

CheckESN.com is not responsible for ESNs that are entered incorrectly or incomplete. Please double check that all of your ESNs are correct before submission. The total number of ESN's you enter will automatically display under the Calculate Payment table once you upload the Excel Spreadsheet on the "Check Now" page. If the quantity does not match please click on the update button. If you are having any issues with uploading your ESNs contact us at [info@checkESN.com](mailto:info@checkESN.com).

## **Suspension and Termination**

We may issue a warning or temporarily suspend, indefinitely suspend or terminate your membership or any of your transactions or purchases if (i) you breach this Agreement, (ii) you provide us with false information or we are unable to verify or authenticate any information you provide to us, (iii) you infringe the intellectual property rights of others or (iv) you engage in any act of collusion or price manipulation or (v) device(s) sent are deemed stolen by carrier.

## **Transaction Approval Terms**

For your protection, a sale initially valued at over \$1,000 will not be accepted through the online processes and must be conducted with a CheckESN.com representative by contacting us at 800-380-7090 or emailing us at [info@checkESN.com](mailto:info@checkESN.com).

**Wireless Cell Phone, (and/or) Air Card Service**

CheckESN.com is not responsible and will not be liable for any and all airtime charges or any other charges accrued prior to, during, or after processing by CheckESN.com. The original user and wireless carrier / service provider are responsible for resolving payment issues regarding any and all carrier-based service charges.

**Copyright / Trademark Notice**

CheckESN.com is owned and operated by Full Circle Wireless Inc. based in Laguna Hills, California. Materials appearing on this site, unless otherwise specified, including the text, site design, logos, graphics, icons, images as well as the selection, assembly and arrangement thereof, are the sole property of CheckESN.com. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.