# **cellularsales**

Cellular Sales of Indiana, LLC

**INHI-HONEY CREEK MALL** 

3401 S US HIGHWAY 41 STE D6

TERRE HAUTE IN United States 47802-4154

(812)232-6430

Tendered On:

26-Sep-2021 02:48 PM

Sales Person:

Timmy Wright

Tendered By:

Timmy Wright

Tendered At:

INHI-HONEY CREEK MALL

Invoice: INHI1IN8873

Sale

Bill To:

**APRIL CUNDIFF** 

645 CLINTON ST

CLINTON IN United States 47842-1556

Product SKU	Product Name	Tracking #	Qty	Your Price	Your Total
DVSPSA001051	Samsung Galaxy S21 Ultra 5G 128GB - Phantom Black	355502292172281	1	\$1,200.00	\$1,200.00
CLVWRB000008	SMARTPHONE DPP ACTIVATION	7658261541	1	\$0.00	\$0.00
CLVWNS000246	Device Setup Fee \$35 (ALL SALES FINAL - NO RETURNS/EXCHANGES)		1	\$17.00	\$17.00
SVISRB000189	Device Protection SD (TMP, VZP, VMP, SMB)	7658261541	1	\$0.00	\$0.00
CLVWNS000084	Installment Amount	7658261541	-1	\$700.00	(\$700.00)
CAPHOT002858	SAMSUNG GALAXY S21 ULTRA 5G OTTERBOX DEFENDER-BLACK	300000000004530832	1	\$59.99	\$59.99
CAPSPG000344	SAMSUNG GALAXY S21 ULTRA 5G PUREGEAR GLASS	000000000006091358	1	\$29.99	\$29.99
CAWIVE000031	VENTEV 10W WIRELESS CHARGING PAD +	300000000004854929	1	\$49.99	\$49.99
CAPOVE000164	VENTEV DASHPORT RQ1300 WITH TYPE-C CABLE	300000000004584439	1	\$34.99	\$34.99
Payment:			S	ubtotal:	\$691.96
Mastercard ********3388	\$500.00 Approval #:788009		IN 7% Sal	es Tax: nanced:	\$97.44 \$700.00
CUNDIFF/AUSTIN M			To	otal: \$	789.40

Entry Type:

Chip

I agree to pay the above total according to the card holders agreement.

(Signature Captured)

Mastercard \*\*\*\*\*\*\*\*\*3388 \$289.40

Approval #:790726

CUNDIFF/AUSTIN M

Entry Type:

Chip

I agree to pay the above total according to the card holders agreement.

(Signature Captured)

Change:

\$0.00

Page 1 of 5

INHI1IN8873

#### **Contract Details:**

Tracking #	Contract #		
	565006346		
355502292172281	565006346		
7658261541	565006346		

#### Comments:

\*If a device is being financed through a Device Payment Plan, tax includes sales tax on device being financed.

Notice Regarding Open-Box and Pre-Owned Devices: If you purchased an open-box or pre-owned device, please be advised that Cellular Sales has in place various policies and procedures to ensure that it has been reset to factory settings and properly cleansed of all data such as pictures and videos. However, the intricacies of certain devices may inhibit, in some instances, all data from being properly deleted. THIS IS A RISK THAT YOU ASSUME WHEN PURCHASING AN OPEN-BOX OR PRE-OWNED DEVICE. Should you discover data on your open-box or pre-owned device, please return it to your nearest Cellular Sales location, and we will be happy to delete any remaining data.

Notice Regarding Data Transfer: If requested, Cellular Sales is pleased to assist you with the transfer of data (contacts, pictures, etc.) from your old device to your new device. Please be advised, however, that the transfer of data can be problematic and data may be lost in the process. YOU ASSUME ALL RISK THAT DATA MAY BE LOST OR NOT TRANSFERRED TO THE NEW DEVICE. Accordingly, following the data transfer, you are encouraged to confirm that all data was transferred correctly.

Notice Regarding Trade-Ins: If you trade-in a device as part of your purchase, please be advised that the device will be resold. You are responsible for deleting all data (contacts, pictures, etc.) and that Cellular Sales assumes no responsibility in the event that a purchaser of the device accesses any non-deleted data. In addition, be advised that TRADE-INS ARE FINAL and cannot be recovered following the trade-in.

Notice Regarding your Verizon Invoice: As a result of today's transactions, certain changes may have been made to your Verizon services. Please review your next Verizon invoice to confirm that the changes you requested are accurately reflected as certain limitations may prevent credits from being retroactively applied.

Notice Regarding Returns: Wireless devices purchased in conjunction with a Verizon service plan may be returned within 30 days following the purchase date subject to the terms and conditions set forth in the CS Activation Agreement. Returns of wireless devices not purchased in conjunction with a Verizon service plan ("Non-Contract Devices") and products other than wireless devices ("Accessories") will be accepted or rejected at the discretion of Cellular Sales based on purchase date, condition, and other applicable factors, and Cellular Sales reserves the right to reject the return of any Non-Contract Device or Accessory. In the event that you pay for your purchase with cash or check, please be advised that any refunds due in the event of return will be paid to you via Cellular Sales check which will be mailed to you once processed. Gift cards are not eligible for return except as required by law.

Cellular Sales Customer Agreement: Your purchase today is subject to, and governed by, the Cellular Sales Customer Agreement which consists of (i) this Bill of Sale; (ii) the attached CS Activation Agreement (one for each wireless device purchased); and (iii) the CS Customer Agreement Terms and Conditions which can be accessed and are set forth at <a href="https://www.cellularsales.com/customer-agreement">www.cellularsales.com/customer-agreement</a>.

If you have any questions, concerns, or comments regarding your Cellular Sales experience, please contact our CUSTOMER SERVICE HOTLINE at (877)851-0649.

## **CS ACTIVATION AGREEMENT**

The Cellular Sales entity identified in your Bill of Sale ("we" or "us") is appreciative of the opportunity to have served you today. Your purchase is subject to, and governed by, the Cellular Sales Customer Agreement which consists of (i) the accompanying Bill of Sale, (ii) this CS Activation Agreement, and (iii) the CS Customer Agreement Terms and Conditions which can be accessed and is set forth at www.cellularsales.com/customeragreement. Each telephone number or data line associated with today's purchase is subject to, and governed by, its corresponding Verizon Wireless Customer Agreement (your "Verizon Agreement") entered into by you with Verizon, and if the Bill of Sale includes a charge denoted as "First Payment Due" with regard to any device purchased, then you have agreed to finance the purchase price of the device pursuant to the terms and conditions of the Retail Installment Contract entered into by you with Verizon (the "Device Payment Agreement").

- Worry Free Period. Except as otherwise provided herein, if you are not satisfied with the wireless device(s) identified in the Bill of Sale (your "Device"), we will afford to you a refund or credit toward an alternative device provided: (i) you return the Device to a Cellular Sales store within 30 days (the "Worry Free Period"), with today being considered day 1, and (ii) the Device is returned in the original box along with the included accessories, packaging & UPC label, all in like-new condition (if this condition is not satisfied, we may, at our discretion, elect to accept the return subject to payment of a damage charge in the form of a RESTOCKING FEE). If you return your Device and elect to cancel your Verizon Agreement rather than select an alternative device, the RESTOCKING FEE then in effect will apply, and CERTAIN VERIZON FEES MAY NOT BE REFUNDED (see below). RETURNED DEVICES MAY BE RESOLD. YOU ARE RESPONSIBLE FOR DELETING ALL DATA ON ANY RETURNED DEVICE AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM THE EXISTENCE OF YOUR DATA ON THE RETURNED DEVICE.
- Non-Contract Devices and Accessories. The Worry Free Period applies only to wireless devices which are subject to a Device Payment Agreement or to a 2-year Verizon service contract ("Contract Devices"). The Worry Free Period does not apply to devices which are not Contract Devices ("Non-Contract Devices"), nor does it apply to any other products sold ("Accessories"). Returns of Non-Contract Devices and Accessories are at the discretion of Cellular Sales based on purchase date, condition, and other applicable factors, and we reserve the right to reject any return of a Non-Contract Device or Accessory. Gift cards are not eligible for return except as required by law.
- Cancellation/Failure to Return. If you cancel your Verizon Agreement (including porting to another carrier) and fail to return the Device, (i) you will forfeit the Equipment Discount, if any, and agree to reimburse us in accordance with the Equipment Discount provision below, or (ii) in the event the Device is subject to a Device Payment Agreement, you agree to pay to us the Total Sale Price as set forth in the Device Payment Agreement, less the First Payment Due, if any, which was remitted at the time of sale (the "Device Payment Recovery").
- Equipment Discount. If your device purchase is not subject to a Device Payment Agreement, then WE MAY HAVE APPLIED A DISCOUNT TOWARD THE PURCHASE PRICE OF YOUR DEVICE (the "Equipment Discount"). If so, the Equipment Discount is subject to the following conditions which must remain satisfied during the next 181 days: (i) the Verizon account (your "Verizon Account") associated with the telephone or data line (the "Applicable MTN") must remain active and in good standing; (ii) the plan minutes, data package and features now active with the Applicable MTN must not be reduced to levels

which result in a deactivation chargeback to us from Verizon; and (iii) your Device must be initially connected to and remain connected to the Applicable MTN. IN THE EVENT OF A FAILURE OF ANY OF THESE CONDITIONS, YOU WILL FORFEIT YOUR EQUIPMENT DISCOUNT, AND YOU HEREBY AGREE TO REMIT IT TO US ALONG WITH APPLICABLE SALES TAX.

- Payment Terms and Payment Card Authorization. In the event you become obligated to pay the Equipment Discount or the Device Payment Recovery, you agree to remit full payment within 10 days following demand, and if you used a charge, credit, or debit card (each, a "Payment Card") for today's purchase, YOU AUTHORIZE US TO RETAIN YOUR PAYMENT CARD INFORMATION IN A SECURE FORMAT AND TO CHARGE YOUR PAYMENT CARD to recover the Equipment Discount, if forfeited, and any owed Device Payment Recovery in accordance with the terms and conditions set forth herein without demand.
- Rebates. In the event that your device is eligible for a mail-in rebate from Verizon, it is your responsibility to submit all appropriate forms and other materials necessary to the Verizon rebate center.
- Device Payment Agreement. If your Device is subject to the Device Payment Agreement, you have agreed to pay for your Device by making monthly payments which will be included with your Verizon bill. If you entered into a Device Payment Agreement prior to the expiration of your existing Verizon Agreement, you accepted a promotional offer from Verizon which requires you to return your existing device to Verizon and may include other terms and conditions. It is your responsibility to ensure all terms and conditions of the Verizon promotion are satisfied.
- Insurance. Insurance for your Device may be available and is highly recommended, particularly if you have elected to finance your Device through a Device Payment Agreement since you will remain obligated to make your monthly installments (or pay the outstanding balance) if your Device is lost, stolen, damaged, or otherwise becomes inoperable. IF INSURANCE IS NOT ADDED AT TIME OF PURCHASE, LIMITATIONS COULD PREVENT ENROLLMENT. It is your responsibility to cancel your insurance policy by contacting the insurance carrier directly if you elect to discontinue coverage or if you no longer have the Device which is covered (billing will continue until you notify the carrier and refund availability, if any, is subject to applicable law). Privacy Policy. In the course of our dealings, we will collect and store information which will be used and protected in accordance with our Privacy Policy. (available at www.cellularsales.com/privacypolicy). We will share information with Verizon to fulfill your request for wireless service. We will also use information to assist in the servicing of your Verizon Account as well as to contact you by phone, email, text message, or other means regarding products and services offered by us. We and/or Verizon may perform an identity and/or credit check as a part of our fraud protection and order fulfillment process. We may retain and use your payment information for purposes of collecting any Equipment Discount or Device Payment Recovery you may owe to us. • Dispute Resolution. Both you and Cellular Sales agree that any and all disputes between us of any nature whatsoever including without limitation tort claims and regardless of whether based upon or arising out this transaction will be governed by the Cellular Sales Dispute Resolution Agreement which can be accessed at www.cellularsales.com/disputeresolution or upon request at any Cellular Sales location (the "Dispute Resolution Agreement"). YOU ACKNOWLEDGE THAT THE DISPUTE RESOLUTION AGREEMENT PROVIDES THAT ANY AND ALL DISPUTES BETWEEN US (OTHER THAN CERTAIN DISPUTES SUBJECT TO THE JURISDICTION OF SMALL CLAIMS COURT PURSUANT TO SECTION 9 OF THE RULES) SHALL BE RESOLVED THROUGH BINDING ARBITRATION (RATHER THAN ANY STATE OR FEDERAL COURT) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES (THE "RULES") AND THAT EACH OF US IS WAIVING ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST THE OTHER AND WAIVING THE RIGHT TO A JURY TRIAL • LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT THE AGGREGATE LIABILITY OF ALL CELLULAR SALES PARTIES TO YOU FOR MONETARY DAMAGES ARISING OUT OF, OR RELATING TO, TODAY'S TRANSACTION AND ANY FOLLOW UF EXCHANGES AND SERVICES, INCLUDING, WITHOUT LIMITATION, TORTS OF ANY NATURE BASED ON ALLEGED WRONGDOINGS BY ANY CELLULAR SALES PARTY, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF (I) THE "TOTAL DUE" SET FORTH IN THE BILL OF SALE OR (II) \$2,500. UNDER NO CIRCUMSTANCES WILL ANY CELLULAR SALES PARTY BE LIABLE FOR AND YOU WAIVE YOUR RIGHT TO ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, INCOME, OR BUSINESS; MENTAL ANGUISH; AND EMOTIONAL DISTRESS. CELLULAR SALES PARTY MEANS CELLULAR SALES OF KNOXVILLE, INC. AND ITS SUBSIDIARIES ALONG WITH THE MEMBERS, OFFICERS, DIRECTORS, AND EMPLOYEES
- Data Transfer. In the event we assist you in transferring data from one device to another device, please be advised that it is possible that some or all of your data may not transfer. WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND LIABILITY OF ANY NATURE RELATED TO THE DATA TRANSFER AND ASSUME NO RESPONSIBILITY FOR ANY DATA WHICH MAY BE LOST OR OTHERWISE FAIL TO TRANSFER.
- Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable (the "Rejected Provision"), the remainder of this Agreement shall remain in full force and effect. If the Rejected Provision may be made enforceable by limitation thereof, then the Rejected Provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

#### Your Verizon Agreement

OF EACH.

Your relationship with Verizon, which is governed by your Verizon Agreement as well as the Device Payment Agreement, if applicable, is separate and distinct from your relationship with Cellular Sales. The plan you have selected (including applicable line access charges) is stated in your Verizon Agreement, and it is your responsibility to ensure accuracy. Please review these changes at the time of sale. Be advised that retroactive refunds for corrections may not be available if corrections are not requested by you within 72 hours following the time of purchase. In the event you elect to return, rather than exchange, your Device or terminate your Verizon Agreement, you will be responsible for usage fees incurred and certain activation fees and upgrade fees charged by Verizon may not be refundable.

Please note that no representative of Cellular Sales is authorized to amend the terms of the Cellular Sales Customer Agreement, your Verizon Agreement, or the Device Payment Agreement.

If we do not enforce our rights under the Cellular Sales Customer Agreement in one instance, it does not mean we will not or cannot enforce those rights in any other instance.

For questions about or assistance with the terms outlined above, please contact the Cellular Sales Customer Support Team at 877-851-0649.

Secondary Agreement Signature:

INHI-HONEY CREEK MALL 3401 S US HIGHWAY 41 STE D6 TERRE HAUTE, Indiana, 478024154 United States 9/26/2021 2:47:38 PM 8122326430

Transaction ID 206857673 RRN 206857673 TID 01222361 MASTERCARD SALE \*\*\*\*\*\*\*\*\*\*\*3388 Entry Method: Chip Read

TOTAL USD\$500.00

# **APPROVED 788009**

Mode: Issuer

AID: A0000000041010 TVR: 8000008000

IAD: 011460100122000000000000000000000FF

TSI: 6800 ARC: 00

TC: FF91B97BA0380609

Lane ID: 17

The issuer of the card identified on this item is authorized to pay the amount shown as 'total' upon proper presentation. I promise to pay such total (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

Cardholder Signature

INHI-HONEY CREEK MALL 3401 S US HIGHWAY 41 STE D6 TERRE HAUTE, Indiana, 478024154 United States 9/26/2021 2:48:26 PM 8122326430

Transaction ID 206857839 RRN 206857839 TID 01222361 MASTERCARD SALE \*\*\*\*\*\*\*\*\*\*3388 Entry Method: Chip Read

TOTAL USD\$289.40

## APPROVED 790726

Mode: Issuer

AID: A0000000041010 TVR: 8000008000

IAD: 0114601001220000000000000000000000FF

TSI: 6800 ARC: 00

TC: F80C3BEEF3FE239F

Lane ID: 17

The issuer of the card identified on this item is authorized to pay the amount shown as 'total' upon proper presentation. I promise to pay such total (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

Cardholder Signature