

## **Buyback Terms & Conditions**

### **IMPORTANT – PLEASE READ CAREFULLY**

**THESE BUYBACK TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT SET FORTH BELOW.**

We recommend you print out a copy of these Buyback Terms & Conditions for your records, and can download them here. Upon request by you or Bookbyte, we each agree to sign and provide to the other a signed copy of these Terms & Conditions.

### **SUMMARY**

Bookbyte agrees to purchase items from customers (defined below as “Sellers”) subject to the following Buyback Terms & Conditions. By clicking “Checkout,” the Seller acknowledges and agrees to these Buyback Terms & Conditions (the “Agreement”).

### **DEFINITIONS**

**Buyback:** a book or books sold by a customer to Bookbyte

**Buyback Quote:** the current posted sell price at the time a customer completes a buyback transaction

**ISBN:** acronym for International Standard Book Number, an ISBN is a 10- or 13-digit number that uniquely identifies a specific edition of a book

**Resalable:** a book’s ability to be resold, in that it meets the standards Bookbyte applies to its used inventory

**Seller:** a customer who creates a buyback order and sells books to Bookbyte

**Volume Seller:** a seller who agrees to modified terms, including the inability to use promotional coupons, in order to raise normal maximum order value limits.

### **BOOK BUYBACK QUOTES**

When a Seller sells a book(s) to Bookbyte, he or she will receive a quote, which is determined according to Bookbyte’s inventory levels and current market value. Bookbyte will pay the Seller the amount indicated in the quote if the following conditions are met:

- **Bookbyte receives and processes the book(s) within 30 days of the creation of the buyback quote.** During the 30-day period, Bookbyte will protect the Seller’s original quoted price even if the value of the buyback quote as posted on Bookbyte’s site decreases. In the event a book(s) arrives after the 30-day period, the Seller will be paid according to the buyback quote posted on the site at the time the order is processed. Sellers are strongly encouraged to ship their orders within 7 days of placing an order to ensure the book arrives in time.
- **Bookbyte receives the items as described in the original order.** Bookbyte recommends that Sellers take extra care when inputting buyback order information, as many textbooks have multiple editions, including international editions, which may have radically different buyback quotes. We no longer purchase or accept instructor edition textbooks of any kind, including annotated or non-annotated instructor’s editions, or free or complimentary copies. Additionally, Bookbyte recommends including all additional supplements (such as workbooks, CDs, access codes, etc.). These supplements are considered part of the book(s) being sold, as indicated by its ISBN, and may be required in order to receive the full buyback quote.
- **The book arrives in “Good” or better condition.** See “Book Condition and Related Factors” below for more information on determining a book’s condition.

If any of these conditions are not met, Bookbyte reserves the right in its sole discretion to adjust Seller payment accordingly. The quoted price is non-negotiable. We will not increase the amount of the quote should the buyback value increase. Books with no resale value will be recycled or donated to charity.

## PRICE MATCHING

We do not price match with other competitors. Prices listed on the website are non-negotiable.

## TRANSFER OF OWNERSHIP

Upon receipt of a shipped package at Bookbyte's warehouse, ownership of the contents of the shipment transfer completely and wholly to Bookbyte. Bookbyte reserves the sole right to determine the value and condition of any included items according to its own standards and policies. Bookbyte also reserves the right to resell, recycle, or donate any item obtained through a buyback shipment.

The Seller is not able to cancel an order after ownership has transferred to Bookbyte.

## MINIMUM AND MAXIMUM ORDER SIZE

Bookbyte will only process buyback orders valued at \$10.00 USD or greater. A maximum quantity of five copies of each ISBN will be accepted per order.

Sellers using our website may not generate more than \$2,000 in buyback revenue within a 30-day period. This limit may be increased by applying for "volume seller" status. In order to become a volume seller, the following criteria must be met:

- Account must have been active for a minimum of 90 days.
- Seller must establish history of recently and regularly submitted buyback orders.
- Seller must not hold multiple accounts.

If approved for a limit increase, volume sellers are not permitted to apply promotional coupons to their buyback orders.

## BOOK CONDITION AND RELATED FACTORS

Bookbyte purchases a large variety of publications, including but not limited to textbooks, laboratory manuals, study guides, student solutions manuals, working papers, loose-leaf editions, and international editions.

Upon receipt, Bookbyte employees will evaluate a book and determine if it is resalable according to the following categories.

- **Resalable** (Like New, Good Used, and Acceptable conditions) category includes books with minor to no signs of wear and tear. This can include staining, discoloration, writing, highlighting, markings, tears, and other general damage from use. All pages must be included and all text legible. Bookbyte pays the same amount for used and unused books in Like New–Acceptable condition.
- **Non-resalable** category includes books that have excessive writing, highlighting, or other markings on over 75% of the pages; missing covers, damaged covers and/or binding; numerous torn pages; excessive odor; mold; obscured text or illegible text; or severe staining or water damage covering more than a 1/3 of the page and spanning more than 1/3 of the book; missing pages or stuck-together pages; or books that are deemed inauthentic or a replica.

Resalable books that arrive within 30 days of the creation of the buyback order will be purchased at the full amount quoted in the order. Non-resalable books will be recycled and no payment will be sent.

In the event that Bookbyte receives a book which is not listed on its website, that book will be donated to charity or recycled and no payment will be issued.

## ALTERNATE EDITIONS

Bookbyte identifies and prices books according to their unique ISBNs. Different editions of books, such as international editions, may receive significantly different quotes. It is the Seller's responsibility to identify the correct ISBN during the selling procedure. In the event that the Seller misidentifies the edition of a book while creating an order, Bookbyte will send a payment, according to its policies and the current buyback quote, for the edition received, not the edition listed when the order was created.

Seller accounts with a history of intentionally creating orders with incorrect ISBNs may result in non-payment, account termination, or forfeiture of shipments.

## BOOK SHIPPING PROCEDURE

Upon completion of a buyback quote, Bookbyte will provide a free, printable shipping label to the Seller in PDF format. To send the order, the Seller must print the label, package the book(s) into a durable shipping box, seal the box, and attach the provided label.

The Seller must then bring the package to the nearest USPS. Sellers should not place packages in an Express Drop Box or self-serve kiosk. These facilities do not support the type of shipping covered by our label, and shipping may be delayed significantly.

Bookbyte is not responsible for any loss, damage, lateness, or mishandling that may occur while an item is in transit. If you are concerned that your shipment might be missing, late, or damaged, please contact the shipping company.

While not required, Bookbyte recommends the following:

- **Include print-out of order in the box.** This increases the likelihood of retrieving an item lost if a box is improperly sealed or damaged while in transit.
- **Purchase optional insurance through USPS.** As Bookbyte cannot reimburse lost, delayed, or damaged orders, Sellers are encouraged to take the proper precautions with their shipping company.
- **Ship within five business days (or seven calendar days) of placing the order.** Quotes are secure for 30 days following the placement of an order. To ensure a package arrives within that 30-day timeframe, Sellers are strongly encouraged to mail within a week of completing an order.

Bookbyte issues payment according to the contents of a shipment, not the contents of the onsite buyback quote. Therefore, no payment will be issued for books that are included in the quote but not received. Likewise, books received in a shipment that were not in the original quote will be paid for according to the current quote price at the time Bookbyte processes the order. See section "Book Sent in Error" below for further information on discrepancies between the shipment and the order.

## BOOK ORDERS OUTSIDE THE US

Bookbyte does not accept buyback orders from outside the U.S. The buyback labels Bookbyte provides can only be used for shipping within the United States.

## BOOKS SENT IN ERROR

Bookbyte is not responsible nor liable for any items received that were not included in the original order. If you believe you have sent an item in error, please contact Bookbyte Support via [email](#) immediately with information about the item.

## PAYMENT PROCEDURE

Payment times may vary depending on numerous factors.

- **Transit.** USPS Media Mail typically takes 4-14 business days to reach our warehouse.
- **Processing.** After delivery, our warehouse takes 3-5 business days to process orders. This can vary slightly during our peak seasons in December and May.
- **Payment.** Payment is typically issued the business day after processing is complete.

Sellers may choose between two different payment methods: PayPal or check. Payment by PayPal is issued the business day after processing is complete. Payment by check is sent via USPS First Class mail, which typically takes 3-7 business days to reach any destination in the United States.

Issued checks remain valid for 90 days. In the event of a lost, forgotten, or otherwise uncashed check, please contact customer service to receive a reissued replacement. Seller agrees that Bookbyte may deduct a \$20 service charge from the balance of any

check that remains unpaid after 120 days and an additional \$5 service charge for each thirty-day period thereafter until the check is cashed.

## **ACCOUNT MANAGEMENT**

Sellers may only use ONE account. Creating multiple accounts circumvents our site's thresholds and policies. A Seller who is found to be in possession of multiple accounts may be subject to payment delays, account suspension, or account termination.

Sellers who wish to remove our order size limits to become volume sellers should refer to the section "Minimum and Maximum Order Size" above.

Sellers creating accounts or importing inventory from outside the U.S. will be subject to additional review, and/or forfeiture of shipments.

## **INAUTHENTIC, PIRATED, OR ILLEGALLY OBTAINED BOOKS**

Bookbyte reserves the right to inquire how items were originally acquired and request proof of ownership. While under investigation, payment may be delayed or withheld.

Any items submitted to Bookbyte that are determined to be illegally obtained or printed will be surrendered to the proper authorities (i.e., law enforcement, publishers, or retailers).

## **PRIVACY POLICY**

Please refer to [this page](#) for our complete privacy policy.

## **ADDITIONAL TERMS**

All terms, covenants, and conditions contained in this Agreement are severable and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid term, covenant, or conditions was not contained in this Agreement.

This Agreement and any referenced attachments to this Agreement constitute the entire agreement between you and Bookbyte on this subject matter. This Agreement, or any part of it, may be modified or terminated by Bookbyte without notice at any time, for any reason.

## **DISPUTE RESOLUTION – MANDATORY ARBITRATION**

We work hard to make things right with each and every customer. On occasion, a third party may be necessary to help us resolve our disputes, and this Agreement limits us to arbitration (or small claims court, if a claim qualifies) in the following instances.

**YOU AND BOOKBYTE AGREE THAT ALL DISPUTES AND CLAIMS BETWEEN US ARISING FROM OR RELATING IN ANY WAY WITH THE PERFORMANCE OF THESE BUYBACK TERMS & CONDITIONS, YOUR USE OF THIS WEBSITE, ANY PRODUCTS OR SERVICES SOLD OR LICENSED THROUGH THIS WEBSITE, OR THE ACTIONS OF BOOKBYTE OR ITS AGENTS THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT AS PROVIDED BELOW.**

**YOU AND BOOKBYTE FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND BOOKBYTE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.**

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of Bookbyte, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This arbitration requirement is binding on you and Bookbyte, as well as our respective heirs, successors, and assigns.

You and Bookbyte agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to

place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This Agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

### **Arbitration Scope, Rules, and Requirements**

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator under this Agreement can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and Bookbyte. You may also choose to have any arbitration, whether commenced by you or us, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of this website, your registration with this website, your purchase of or attempt to purchase products through this website, and your communications with Bookbyte.

**The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.**

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: [insert Bookbyte contact title and address]. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You may also send a copy to the AAA online at <https://www.adr.org>

If you initiate an arbitration, Bookbyte will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and Bookbyte. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and Bookbyte, will be decided by the arbitrator.