GEARPAYOUT

Terms of Service

Governing the sale of items to GearPayout and, where offered, the purchase of products from GearPayout

Effective date	November 17, 2026
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Website	gearpayout.com
Contact	support@gearpayout.com

Please read these Terms carefully. They contain important information about your rights and obligations, including limitations of liability (Section 26) and the governing law and venue for disputes (Section 28). A plain-English summary is available at gearpayout.com/terms; if the summary and these Terms differ, these Terms control.

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1. AGREEMENT TO THESE TERMS

1.1 These Terms of Service (these "**Terms**") form a legally binding agreement between you and GearPayout ("**GearPayout**," "**we**," "**us**" or "**our**"). They govern your access to and use of the website located at gearpayout.com and every related page, form, chat and checkout, and every transaction in which you sell an Item to us or buy a Product from us.

1.2 By accessing or using the Services, requesting an Offer, accepting an Offer, or placing an Order, you confirm that you have read, understood and agree to be bound by these Terms and by our Privacy Policy. If you do not agree, do not use the Services.

1.3 The "Terms at a glance" page at https://gearpayout.com/terms is a plain-English summary provided for convenience only. If the summary and these Terms differ, these Terms control.

2. DEFINITIONS

2.1 In these Terms, the following capitalized terms have the meanings set out below:

"Business Day" means any day other than a Saturday, a Sunday or a United States federal holiday.

"Buyer" means a person who places an Order for a Product.

"Final Offer" means the amount we will pay for an Item after Inspection: the Offer, if the Item matches its description, or a Revised Offer that the Seller has accepted.

"Inspection" means our examination and functional testing of an Item, whether on arrival of a mailed-in Item, at a Meetup, or at a Pickup.

"Item" means any item of personal property that a Seller offers, describes, ships or delivers to us for purchase, including its accessories, packaging and any Storage Media it contains.

"Meetup" means an in-person transaction at the Hoffman Estates or Schaumburg police station.

"Offer" means a price we quote for an Item based on the Seller's description of it, whether produced instantly by the Site, given in our chat, or sent to the Seller by message, including an instant estimate.

"Order" means a Buyer's purchase of a Product completed through our checkout.

"Pickup" means our collection of an Item at a Seller's address under Section 13.

"Prepaid Label" means a shipping label we provide, at our cost, for a mailed-in Item.

"Product" means an item we offer for sale through the Site.

"Revised Offer" means a new price we propose after Inspection when an Item differs from its description.

"Seller" means a person who requests an Offer for, or sells, an Item to us.

"Services" means the Site and every service we provide through it or in connection with it, including Offers, chats, Prepaid Labels, Meetups, Pickups, accounts, checkout and customer support.

"Site" means the website at gearpayout.com and its pages and subdomains.

"Storage Media" means any hard drive, solid-state drive, memory card or other component capable of storing data.

"you" means the individual using the Services, whether as a Seller, a Buyer or a visitor.

3. INTERPRETATION

3.1 Section and subsection headings are for convenience only and do not affect the interpretation of these Terms.

3.2 The words "include," "includes" and "including" are deemed to be followed by "without limitation." The singular includes the plural and vice versa. References to Sections are to Sections of these Terms. All amounts are in United States dollars.

3.3 These Terms are written in plain English. No rule of construction that resolves ambiguity against the drafting party applies, except where the law requires it.

4. ELIGIBILITY

4.1 You must be at least 18 years old and able to form a binding contract to use the Services, to request or accept an Offer, or to place an Order.

4.2 The Services are offered only to persons located in the United States. We buy Items only from Sellers in the United States, and we ship Products only to addresses in the United States.

4.3 If you use the Services on behalf of a business, you represent that you are authorized to bind that business to these Terms, and "you" includes that business.

5. THE SERVICES

5.1 GearPayout buys used computer parts, computers and golf equipment from the public and, where offered, sells selected Products. Sellers may complete a sale by mailing the Item to us with a Prepaid Label (Section 11), at a Meetup (Section 12) or, where available, by Pickup (Section 13).

5.2 We may change, suspend or discontinue any part of the Services, including any category of Item we buy, any Product, any payout method or the availability of Meetups or Pickups, at any time. Such a change does not affect a Final Offer you have already accepted or an Order already placed.

5.3 We may refuse any Item, decline to make or complete any Offer, or decline any Order, for any lawful reason.

6. OFFERS

6.1 **Offers are estimates.** Every Offer is an estimate for the Item exactly as the Seller described it, including its model, condition, functionality and included accessories. An Offer is not a final price. The amount we pay is the Final Offer, determined after Inspection.

6.2 **Offer validity.** An instant estimate shown on the Site is honored for 3 days, until the date and time shown with it, provided the Item matches the description on which it was based. After that period the Offer lapses and we may quote a new price.

6.3 **Basis of Offers.** Offers are calculated using live market pricing based on recent completed sales of the same or comparable models, as described in Section 25.2. An Offer is not an appraisal, a valuation or a statement of an Item's market value.

6.4 **Errors.** If an Offer results from an obvious error, such as a pricing, system or typographical error, we may withdraw or correct it before payment, and we will tell you why.

6.5 **Inspection and Revised Offers.** We inspect and test every Item. If the Item matches its description, the Offer becomes the Final Offer. If it differs in any material respect, we will tell you what we found and send a Revised Offer.

6.6 **Your right to decline.** You may accept or decline a Revised Offer. If you decline: (a) at a Meetup or Pickup, you keep the Item; and (b) for a mailed-in Item, we return it to you free of charge at the address you gave us.

6.7 **Quantity and bulk.** Offers for multiple Items, lots or business quantities are made case by case and are subject to Inspection of each Item.

7. SELLER REPRESENTATIONS AND WARRANTIES

7.1 By requesting or accepting an Offer, or delivering an Item to us, you represent and warrant that: (a) you are the sole lawful owner of the Item, or are authorized by its owner to sell it; (b) the Item is not stolen, lost, embezzled or otherwise obtained unlawfully; (c) the Item is free of any lien, security interest, lease, financing or installment agreement, or other encumbrance, and is not subject to any claim by a third party; (d) you

have the right to sell and transfer the Item to us; (e) the information you give us about the Item and about yourself is true, accurate and complete; and (f) you meet the eligibility requirements in Section 4.

7.2 Title to an Item passes to GearPayout when we pay the Final Offer.

7.3 If any of these representations is untrue, we may cancel the transaction, and you must repay any amount we paid for the Item, in addition to our other rights under these Terms and the law.

8. STOLEN OR SUSPECT PROPERTY

8.1 We do not knowingly buy stolen property. We may ask questions about an Item's origin and may decline any transaction we believe may involve stolen or unlawfully obtained property.

8.2 We report suspected stolen goods. Where we have reason to believe an Item is stolen or subject to a claim by another person, we may withhold payment, hold the Item, and cooperate fully with law enforcement, including by providing the Item and the information we hold about the transaction, as permitted or required by law.

8.3 An Item surrendered to law enforcement or returned to its lawful owner will not be returned to you, and no payment will be due to you for it.

9. DATA ON DEVICES

9.1 You are solely responsible for backing up and removing all personal data, files and accounts from an Item before you deliver it, including signing out of every account and disabling any activation, device-lock or anti-theft feature.

9.2 We erase or reformat Storage Media in Items we purchase before resale. We do not review, recover, copy or return data found on an Item, and we cannot return Storage Media or data once an Item has been purchased.

9.3 To the fullest extent permitted by law, we are not liable for any loss, disclosure or misuse of data left on an Item you deliver to us.

10. ITEMS WE DO NOT PURCHASE

10.1 We do not buy: Apple products (including iPhone, iPad, Mac, AirPods and Apple Watch); PlayStation 5 consoles; Dyson products; tools (power or hand); clothing; shoes; or furniture, appliances or other bulky items.

10.2 We also do not buy any Item that is stolen, counterfeit, recalled or unlawful to sell, or any Item whose manufacturer serial number or identifying marks have been removed or altered.

10.3 This list may change at any time. The list shown on the Site at the time you request an Offer applies.

11. MAIL-IN SALES

11.1 **Prepaid Label.** After you accept an Offer and choose to ship, we email you a Prepaid Label at no cost to you. You may use the Prepaid Label only to ship the Item described in the Offer, and only once.

11.2 **Packing.** You are responsible for packing the Item securely, following the packing guidance on the Site. We recommend that you record a short video while packing that shows the Item, its label or serial number, and the box being sealed.

11.3 **Loss or damage in transit.** No payment is due for an Item until we have received and inspected it. If a package shipped with our Prepaid Label is lost or damaged in transit, contact us. We will open a trace or claim with the carrier and work with you in good faith toward a resolution. Packing video and tracking information help us resolve these cases.

11.4 **Inspection.** We inspect the Item when it arrives, as described in Section 6.

11.5 **Payment.** We pay the Final Offer within 2 Business Days after Inspection, by PayPal or Zelle, to the email address or phone number you gave us. We never ask for bank account or card details.

11.6 **Returns to Sellers.** If you decline a Revised Offer, we ship the Item back to you free of charge.

12. LOCAL MEETUPS

12.1 **Location.** Meetups take place only at the Hoffman Estates or Schaumburg police station, at a time agreed in advance. We do not operate a storefront and do not accept walk-ins.

12.2 **At the Meetup.** We take a short look at and test the Item. If it matches its description, we pay the Final Offer in cash on the spot. If it does not, Section 6 applies and you may keep the Item.

12.3 **Conduct and safety.** Everyone at a Meetup must behave lawfully and respectfully. We may decline, end or leave any Meetup, without completing the transaction, if we believe that safety, the lawfulness of the transaction or the authenticity of an Item is in doubt.

12.4 **Cancellations and no-shows.** Please tell us as soon as possible if you cannot attend. We may decline to schedule future Meetups with anyone who repeatedly misses them without notice.

13. PICKUP SERVICE

13.1 **Availability.** Where offered, we collect Items at a Seller's address in Chicagoland. Pickup may be unavailable on some days or in some areas, and we may decline or reschedule any Pickup request.

13.2 **Fee.** Pickup is free when the total Final Offer for the Items collected is $300 or more. Below that amount, a flat fee of $25 is deducted from the payout.

13.3 **At the Pickup.** We test the Item at your door. If it matches its description, we pay the Final Offer, less any Pickup fee, in cash on the spot. If it does not, Section 6 applies and you may keep the Item.

13.4 **Conduct, safety and no-shows.** Section 12 applies to Pickups as if they were Meetups. Please have the Item ready at the agreed time.

14. PAYMENT TO SELLERS

14.1 We pay Sellers only as follows: (a) cash at a Meetup or Pickup; or (b) for mailed-in Items, by PayPal or Zelle within 2 Business Days after Inspection. We do not pay by any other method unless we agree in writing.

14.2 You are responsible for giving us accurate payout details. We are not responsible for a payment sent to the email address or phone number you provided that you entered incorrectly.

14.3 You are responsible for any taxes on amounts you receive from us.

15. PURCHASES FROM GEARPAYOUT

15.1 **Where offered.** We may offer Products for sale from time to time, and we may stop at any time. This Section and Sections 16 and 17 apply only where and while we offer Products for sale.

15.2 **Listings.** We describe each Product, including its condition, as accurately as we can. Products are used unless the listing states otherwise.

15.3 **Pricing and availability.** Prices are shown in U.S. dollars. Products are offered while available. We may correct pricing errors and may cancel an Order affected by an error, with a full refund of any amount charged.

15.4 **Payment.** Payment is taken at checkout by Apple Pay or card through our payment processor, Stripe. We never see or store your full card number. An Order is accepted when payment succeeds and you receive our confirmation.

15.5 **Shipping.** We ship Orders to the U.S. address you provide at checkout and email you the tracking number. Any shipping charge is shown at checkout before you pay.

15.6 **Local pickup.** Where a listing offers local pickup, you may instead collect and pay for the Product in cash at an agreed time and place.

15.7 **Sales tax.** You are responsible for any sales or use tax that applies to your purchase. Where we are required to collect tax, it is shown at checkout.

15.8 **Title and risk of loss.** Title to and risk of loss of a shipped Product pass to you when the Product is delivered to the shipping address you provided.

16. RETURNS

16.1 If a Product arrives not as described, contact us within 30 days of delivery. Please tell us what is wrong and include a photo or short video.

16.2 We will provide a return shipping label, and we refund the full amount you paid once the Product is back with us. Refunds are issued to the original payment method.

17. USED GOODS AND WARRANTY DISCLAIMER FOR PRODUCTS

17.1 Products are used goods. Except for our return policy in Section 16 and any warranty that cannot be excluded under applicable law, Products are sold “as is” and “with all faults,” and we make no warranty of any kind, express or implied, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

17.2 Any remaining manufacturer warranty is provided by the manufacturer under its own terms, and we make no promise that it is available or transferable.

18. ACCOUNTS

18.1 Where we offer accounts, including sign-in with Google, you must provide accurate information and keep it up to date.

18.2 You are responsible for keeping your sign-in credentials secure and for all activity under your account. Tell us immediately if you believe your account has been used without your permission.

18.3 We may suspend or close an account that violates these Terms, or that is used for fraud or abuse.

18.4 You may ask us to close your account and delete your information at any time by contacting us. We may keep records that we must keep by law or that relate to completed transactions, as described in our Privacy Policy.

19. ACCEPTABLE USE

19.1 You agree not to: (a) use the Services for any fraudulent or unlawful purpose, including selling stolen property or using another person's identity or payment method; (b) submit false or misleading information about an Item; (c) scrape, crawl, harvest or copy the Site or its price data by automated means, or use the Site to build a competing database; (d) interfere with, overload or attempt to gain unauthorized access to the Services, or probe, scan or test their security; (e) circumvent any rate limit, access control or security measure; (f) send spam, malware or abusive content through any form or chat; or (g) harass, threaten or endanger any person.

19.2 We apply automated rate limits and security measures, and may block, limit or suspend access by any person, device or network that we believe is violating this Section.

20. THIRD-PARTY SERVICES

20.1 The Services rely on third parties, including Stripe (payments for Orders), Google (account sign-in), shipping carriers (Prepaid Labels and Order shipments) and PayPal and Zelle (payouts to Sellers).

20.2 Your use of a third-party service is subject to that provider's own terms and privacy policy. We do not control and are not responsible for third-party services, including carrier delays or payment-network outages, except to the extent caused by our own failure to perform these Terms.

20.3 Links to third-party websites are provided for convenience and do not imply our endorsement.

21. ELECTRONIC COMMUNICATIONS AND CONSENT TO ELECTRONIC RECORDS

21.1 By using the Services, you consent to receive communications, agreements, notices, receipts and other records from us electronically, by email, text message, in our chat or on the Site, and you agree that these electronic records satisfy any legal requirement that they be in writing. This consent is given under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law.

21.2 Clicking to accept an Offer, completing a checkout or similar electronic actions are your electronic signature and are legally binding.

21.3 To receive and keep electronic records you need a device with a current web browser, an email account or phone number capable of receiving messages, and the ability to save or print. You may request a paper copy of these Terms, or withdraw your consent, by contacting us. If you withdraw consent, we may be unable to continue providing the Services to you.

22. PRIVACY

22.1 Our Privacy Policy, available at https://gearpayout.com/privacy, describes how we collect, use and keep your information and is incorporated into these Terms by reference.

23. INTELLECTUAL PROPERTY AND THIRD-PARTY TRADEMARKS

23.1 The Site, its design, text, graphics, price lists and software, and the GearPayout name and logo, are owned by or licensed to us and are protected by intellectual-property laws. We grant you a limited, revocable, non-exclusive, non-transferable license to view and use the Site for personal, non-commercial purposes in accordance with these Terms. All other rights are reserved.

23.2 Product names, brands and trademarks mentioned on the Site, including eBay, NVIDIA, GeForce, AMD, Radeon, Intel and the names of golf equipment manufacturers, belong to their respective owners. They are used only to identify items, and their use does not imply any affiliation with, sponsorship by or endorsement of GearPayout.

24. FEEDBACK

24.1 If you send us ideas, suggestions or other feedback about the Services, you grant us a perpetual, worldwide, royalty-free, irrevocable license to use it for any purpose without obligation or compensation to you.

25. DISCLAIMERS

25.1 Except as expressly stated in these Terms, the Services are provided “as is” and “as available.” To the fullest extent permitted by law, we disclaim all warranties, express or implied, regarding the Services, and we do not warrant that the Services will be uninterrupted, error-free or secure.

25.2 **Price data.** Offers, price lists, “what we pay” figures and any value estimates on the Site are based on live market pricing from recent completed sales of the same or comparable models and on the information you provide. They are not appraisals, are not guarantees of what an Item is worth or will sell for elsewhere, and may change at any time without notice. Do not rely on them for insurance, tax, legal or other valuation purposes.

26. LIMITATION OF LIABILITY

26.1 To the fullest extent permitted by law, GearPayout will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, data or goodwill, arising out of or relating to these Terms or the Services, even if advised of the possibility of such damages.

26.2 To the fullest extent permitted by law, GearPayout's total liability for any claim arising out of or relating to a transaction will not exceed: (a) for an Order, the amount you paid for that Order; and (b) for an Item you sold or offered to sell to us, the amount of the Final Offer or, if there was none, the most recent Offer for that Item.

26.3 Some jurisdictions do not allow certain limitations of liability. In those jurisdictions our liability is limited to the fullest extent the law allows, and nothing in these Terms limits liability that cannot be limited by law.

27. INDEMNIFICATION

27.1 You agree to indemnify, defend and hold harmless GearPayout and its owners, employees and agents from and against any claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your breach of these Terms, including the representations and warranties in Section 7; (b) any Item you sell or attempt to sell to us, including any claim that it was stolen, encumbered or misdescribed; (c) your violation of any law or the rights of any third party; or (d) your misuse of the Services.

28. GOVERNING LAW AND VENUE

28.1 These Terms, and any dispute arising out of or relating to them or the Services, are governed by the laws of the State of Illinois, without regard to its conflict-of-laws rules, and, where applicable, the federal laws of the United States.

28.2 Before filing a claim, we encourage you to contact us so that we can try to resolve the matter informally.

28.3 Subject to Section 28.4, any dispute must be brought exclusively in the state or federal courts located in Cook County, Illinois, and you and we consent to the personal jurisdiction of those courts.

28.4 Either party may bring an individual claim in a small claims court of competent jurisdiction, if the claim qualifies.

29. EXPORT CONTROLS AND SANCTIONS

29.1 You represent that you are not located in, and are not a national or resident of, any country or region subject to comprehensive U.S. sanctions, and that you are not named on any U.S. government list of prohibited or restricted parties. You agree not to export, re-export or transfer any Product in violation of U.S. export-control or sanctions laws.

30. FORCE MAJEURE

30.1 We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including acts of God, severe weather, fire, flood, epidemic, war, terrorism, civil unrest, labor disputes, government action, carrier or payment-network delays, utility or internet failures, or failures of third-party services. Our time to perform is extended for the duration of the event.

31. REFERRAL PROGRAM

31.1 **Where offered.** We may offer a referral program (the "**Referral Program**") through which a Seller can refer a friend to the Services. We may change, suspend or end the Referral Program at any time. Bonuses we have already approved are still paid.

31.2 **Who can refer.** Any Seller whose sale to us has been paid. Your personal referral link appears on your tracking page and in your account.

31.3 **Who counts as a friend.** A referred friend must be a new Seller, meaning a person with no earlier paid sale with us, who uses your referral link. Only one referral bonus is available per new Seller. You may not refer yourself, and a different email address or phone number for the same person does not count.

31.4 **Bonus amounts.** Once your friend's sale is paid and their payout is $50 or more, your friend receives $10 in addition to their payout and you earn $10.

31.5 **Approval.** We review every bonus before paying it and may refuse any bonus that we reasonably believe involves self-referral, fraud or other abuse of the Referral Program or of these Terms.

31.6 **Payment.** Your friend's bonus is added to their payout. Your bonus is paid with your next payout, or by PayPal or Zelle. You are responsible for any taxes on referral bonuses you receive.

31.7 **No cash value until paid.** Referral bonuses have no cash value until they are paid and cannot be transferred or exchanged.

32. NOTICES

32.1 We may give you notice by email or text message to the contact details you provided, through our chat, or by posting on the Site. Notice is effective when sent or posted.

32.2 You must send notices to us by email to support@gearpayout.com. Notice to us is effective when we receive it.

33. CHANGES TO THESE TERMS

33.1 We may update these Terms from time to time. When we do, we will post the updated Terms on the Site and change the "Last updated" date. If a change is material, we will take reasonable steps to give notice, such as a notice on the Site.

33.2 Updated Terms apply from the date they are posted. They do not apply to a Final Offer you accepted, or an Order you placed, before that date. Your continued use of the Services after an update means you accept the updated Terms.

34. GENERAL

34.1 **Entire agreement.** These Terms, together with our Privacy Policy and the policies referenced in these Terms, are the entire agreement between you and us regarding the Services and supersede all prior agreements and understandings on that subject.

34.2 **Severability.** If any provision of these Terms is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

34.3 **No waiver.** Our failure to enforce any right or provision is not a waiver of it. A waiver is effective only if made in writing.

34.4 **Assignment.** You may not assign or transfer these Terms or your rights under them without our prior written consent. We may assign these Terms, including in connection with a merger, acquisition, reorganization or sale of assets, or to a business entity formed to operate the Services.

34.5 **Survival.** Sections 7, 8, 9, 17, 23, 24, 25, 26, 27, 28 and 34, and any other provision that by its nature should survive, survive any termination of these Terms or of your use of the Services.

34.6 **No third-party beneficiaries.** These Terms do not create any rights in favor of any third party.

34.7 **Relationship.** Nothing in these Terms creates a partnership, joint venture, employment or agency relationship.

34.8 **Consumer rights.** These Terms are written in plain English. If anything in them conflicts with a law that protects you, the law wins.

35. CONTACT

35.1 Questions about these Terms, notices and requests may be sent to GearPayout at support@gearpayout.com, or through the contact form at https://gearpayout.com/contact.

These terms are written in plain English. If anything here conflicts with a law that protects you, the law wins.