

## T-MOBILE DEVICE PROTECTION P360 NY SAMPLE TERMS & CONDITIONS

Your specific terms and conditions will be included in your Welcome Kit. See the Service Contract Terms & Conditions, New York Disclosure, and JUMP Upgrade Terms and Conditions. To request a sample copy of the terms and conditions call 1-866-450-5185.

### P360

## SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

This Service Contract is issued to You and includes the Terms and Conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Service Contract enrollment / Coverage Confirmation. This Service Contract covers the Covered Device(s) described on Your proof of coverage, Device Profile, or if applicable, Your receipt or other enrollment documentation ("Coverage Confirmation"). We may require You to provide these documents prior to Your service event.

**COVERAGE UNDER THIS SERVICE CONTRACT INCLUDES BENEFITS THAT MAY OVERLAP WITH YOUR COVERED DEVICE'S MANUFACTURER'S WARRANTY. THIS SERVICE CONTRACT IS PRIMARY AND PROVIDES HARDWARE FAILURE BENEFITS PLUS ADDITIONAL BENEFITS DURING YOUR WARRANTY PERIOD.**

### DEFINITIONS

**Accessories** are those items included with Your Covered Device purchase. These may include for smartphone, the device battery, wall charger, and USB charging cable. Accessories are eligible for coverage only when claimed as part of a Covered Device service event.

**Administrator** means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is The Signal in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. The address and phone number of each Service Contract Administrator is P.O. Box 47168, Atlanta, GA 30362, 1-877-881-8578.

**Covered Device(s)** means Your eligible T-Mobile device(s) on network as listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Your Covered Device includes its Accessories and an eligible screen protector that You purchased from the Seller. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or by Us, as well as any subsequent upgrade device purchased or leased by You and registered with (and approved by) Us as a Covered Device.

**Device Profile (if applicable)** means the personal user account You create with Us on mytmoclaim.com to register and manage Your Covered Device(s) and view the details of Your Coverage Confirmation

**Manufacturer** means the entity that manufactured Your Covered Device.

**Price** means the amount You paid for this Service Contract as listed on Coverage Confirmation.

**Provider** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Seller** is T-Mobile, USA, Inc., the entity that sold You this Service Contract.

**We/Us/Our** means one or more of the following - this Service Contract Provider, the Administrator, or our third party authorized servicers.

**You/Your** means the Covered Device(s) owner or lessee under this Service Contract.

### WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date You enroll for coverage.

If You purchase this Service Contract on a date later than the date you purchase Your Covered Device(s), this Service Contract takes effect immediately upon passing a device inspection.

If a Covered Device changes due to a replacement by the device Seller, the manufacturer, or Us due to an upgraded device either purchased or leased by You, coverage ceases on the existing Covered Device and begins on the replacement/upgrade device when You activate the replacement device on the Seller's network and We approve for coverage.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

Your coverage start date, term, end date, Price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

For those who purchase month to month coverage or a renewable term option (when offered), this Service Contract is continuous until either cancelled or not renewed by either You or Us.

## WHAT IS COVERED

1. **Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device. For smartphones, this Service Contract includes the Covered

Device battery should its capacity hold an electrical charge of less than eighty percent (80%) of its original specifications.

2. **Technical Support.** During the Service Contract term, We will provide You with technical support resources and tools applicable to Your Covered Device. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), that relate to storing, retrieving, and managing of files; as well as determining when hardware service is required.

Under this Service Contract, We will provide technical support for the following:

- (i) Any Covered Device,
  - (ii) The operating system and software applications pre-installed by the manufacturer on the Covered Device,
  - (iii) Software applications, branded by the Covered Device manufacturer, including but not limited to word processing, worksheets, and presentation software (“Consumer Software”), and
  - (iv) Connectivity issues between the Covered Device and its computer or other supported technology that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.
3. In addition, during the Service Contract term, We may provide You with other services specific to Your Covered Device(s). These limited benefits may include (but not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, or promotions. Certain features of these services may not be available on or compatible with all device types.

## WHAT IS NOT COVERED

We will not provide service to a Covered Device with failure or damage that results from:

1. The setup, installation, or any data restoration of the Covered Device or the provisioning of equipment during your service event. This includes the removal or disposal of any Covered Device replaced under this Service Contract.

2. Damage caused by (a) misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, including vandalism; (b) exposure to environmental or weather conditions (including rust or corrosion); (c) acts of God, or other external causes except as described in What Is Covered; and (d) service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Covered Device outside the permitted or intended use as described by the manufacturer.
4. A Covered Device with an altered, defaced, or removed serial number, or a Covered Device modified to alter its functionality or capability without the manufacturer’s written permission.
5. A Covered Device that was lost or stolen or accidentally damaged from handling.
6. This Service Contract only applies to a Covered Device returned to Us in its entirety.
7. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer.
8. Damage related to a virus or any other type of malware.
9. Damage to Your data, either inputted, stored on, connected to, or processed by Your Covered Device. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
10. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
11. Damage caused by normal wear and tear or which are otherwise due to normal aging of the product.
12. Pre-existing conditions known by You that occurred prior to the coverage start date or defects that are subject to a manufacturer’s recall.
13. Any other act or result not described as covered by this Service Contract.
14. Support for software other than the native Consumer Software or any manufacturer-branded software designated as “beta”, “prerelease,” or “preview”; third party applications and their interaction with the Covered Device; or server-based applications.
15. Issues that could be resolved with a software upgrade.
16. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Covered Device, or anyone else with an interest in the

Covered Device for any purpose, whether acting alone or in collusion with others.

17. Any liability for damage arising from delays or any consequential damages due to a service event.

## YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data residing on Your Covered Device(s). DURING A SERVICE EVENT, WE MAY DELETE THE COVERED DEVICE CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible restoring all other software programs, data and passwords.
2. Update software to currently published releases prior to seeking service.
3. As part of a service event, provide information about the symptoms and causes of the issues with the Covered Device.
4. Respond to requests for information, including but not limited to the Covered Device ownership, the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.
5. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the failure or damage occurred. We will deny the service event if You fail to pay any applicable Service Fee as described below or fail to provide information relating to the failure or damage when asked.
6. Follow the instructions We give You, including but not limited to unlocking your device, turning off device location features, resetting the Covered Device to factory settings, removing your data/registration from the Covered Device, refraining from sending devices and accessories that are not subject to repair or replacement, and packing the Covered Device according to the shipping instructions.
7. **Do not open the Covered Device as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on the Covered Device.**
8. You are responsible to protect the Covered Device from further damage and comply with the manufacturer's permitted and intended use.

## HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within ninety (90) days of the date of the Covered Device(s) failure.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, including the manufacturer, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

**To arrange for service, visit Us at [mytmoclaim.com](http://mytmoclaim.com) or contact Us at 1-866-866-6285.** We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

We will use new or refurbished parts or replacements for any hardware benefit under this Service Contract that are equivalent to new in performance and reliability.

## SERVICE OPTIONS

We will setup service with an authorized servicer / repair center determined by Us based on Your location, the Covered Device's equipment type, and service purchased. Our repair options include:

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.
3. If We determine that your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You.

## REPLACEMENT OPTIONS

Should We choose to replace Your failed or damaged Covered Device because either We are unable to repair it, the repair cost exceeds the current retail replacement value of Your Covered

Device, or Your Service Contract is a device replacement only plan, We, at our option, will either:

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship a replacement device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for service, We will charge the credit card for the authorized amount.

If You are not able to provide a credit card authorization when required, this service option may not be available to You and We will offer to you an alternative service option.

When You receive either the replacement device, cash credit, or settlement, the damaged/unrepairable device becomes Our property should We choose to take possession of the device at Our sole discretion.

You may be responsible to transport Your Covered Device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and Your Covered Device's eligibility to receive a particular method of service.

### LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Covered Device or the original Covered Device purchase price, less any applicable Service Fee, that applies to each device repair or replacement ("Maximum Coverage Per Claim").

There are no repair or replacement limits for hardware services claims during the coverage term.

### Service Fee (if applicable)

You will be assessed a non-refundable service fee each time a repair or replacement is completed.

Service Fee Schedule:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Service Fee	\$0	\$0	\$0	\$0	\$0	\$0

### TERRITORY

The service options and fees listed above for Covered Device repairs and replacements are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Covered Device or its parts with a comparable device or parts that comply with the local standards of the countries where you request service.

If service is not available in the country where You request it, You are responsible for shipping and handling charges to facilitate service to a country where service is available. You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

### INELIGIBLE FOR COVERAGE

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.

Devices either not registered with Us or approved for coverage by Us as outlined under Covered Device and When Coverage Begins, or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

### CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting the Seller at **1-800-937-8997** or **visiting my.T-Mobile.com**.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, the Price has been paid, and no service events have been paid, the Service Contract is void and You will receive a full refund. If You cancel this Service Contract within or after the first thirty (30) days, and You incurred a paid claim, We will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date.

If You cancel or do not renew Your service or maintain an active account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation;

or (3) breach of duties by You. If We cancel due to fraud, material misrepresentation or a breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

#### **RENEWAL**

For those who purchase either a month to month or other renewable term option, We have the right to non renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the Price and service fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage Price after this notification, You agree to these changes.

#### **TRANSFER**

This Service Contract is not transferable to another individual or entity.

#### **CHANGES:**

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If we adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

EMOT0001S-0519

Page 1 of 5

EMOT0001S-0519 TM P360 NYMB 0322

## **NEW YORK STATE DISCLOSURE**

**The following state specific requirements are added to and become part of Your Service Contract and supersede any other provisions to the contrary:**

**SPECIAL PROVISION:** The obligations of the Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

**FREE LOOK:** You may, within twenty (20) calendar days of mailing of the Service Contract, or ten (10) days if delivered at time of sale, reject and return this Service Contract. Upon return of the Service Contract within the applicable time period, if no claims have been made You will be refunded the full Service Contract price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Contract. This provision applies only to the original purchaser.

EMOT0011I-0719

EMOT0011I-0719 TM

#### **OTHER CONDITIONS:**

1. If You provide Your electronic address to Us or the Seller, We may electronically deliver all notices, documents and communications related to the P360 Device Protection to Your electronic address.
2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.

#### **ARBITRATION:**

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

## JUMP TERMS AND CONDITIONS

**THE JUMP PROGRAM IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. THE SIGNAL, LP, WITH OFFICES AT P.O. Box 47168, Atlanta, GA 30362 ("THE SIGNAL"), IS ENTERING INTO A BINDING AGREEMENT WITH "YOU", THE PARTICIPATING SUBSCRIBER. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS FOR PARTICIPATING IN JUMP. IF YOU PARTICIPATE IN THE JUMP PROGRAM, YOU AGREE TO THE TERMS AND CONDITIONS OUTLINED BELOW (THE "AGREEMENT").**

**I. Program Description (Generally).** The JUMP program is a premium upgrade program for T-Mobile USA, Inc. (T-Mobile Puerto Rico LLC if you are a Puerto Rico customer) (collectively "T-Mobile") customers who (i) have purchased a T-Mobile wireless device authorized to be used on T-Mobile's network ("Device") with an Equipment Installment Plan Agreement with T-Mobile or its assignee Creditor ("Equipment Installment Plan (EIP) Agreement"); and (ii) purchase a new Device, under an EIP Agreement from a participating T-Mobile store ("T-Mobile Upgrade"). When You trade in Your Eligible Device for a T-Mobile Upgrade, The Signal will remit, to T-Mobile or its assignee Creditor, subject to this Agreement, an amount equal to the current outstanding balance due on the EIP Agreement associated with the Eligible Device ("JUMP Program"). The JUMP program applies only to Eligible Devices. If your Device is determined by The Signal not to be an "Eligible Device," You will remain responsible for the current outstanding balance due on the EIP Agreement associated with Your Device.

**II. Representations.** By enrolling in the JUMP Program You represent and warrant that You:

- are over the age of eighteen (18) (21 years old or legally emancipated if you are a Puerto Rico customer) and are free to enter into this Agreement;
- lawfully own the Eligible Device;
- understand that when You trade in Your Eligible Device for the JUMP benefit, You surrender ownership rights to the Eligible Device and The Signal is under no obligation to return the Eligible Device to You; and
- agree to provide The Signal with the information necessary to remit to T-Mobile or its assignee Creditor the amount equal to the current outstanding balance due on the EIP Agreement relevant to the Eligible Device.

**III. Applicability.** This Agreement is supplemental to, and separate from any service agreement(s) or other terms and conditions You have with T-Mobile including, but not limited to, Your wireless Services Agreement, T-Mobile Terms and Conditions, and the EIP Agreement (collectively the "T-Mobile Agreements") and Your device protection terms and conditions and certificate of insurance (collectively "Program Terms"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the T-Mobile Agreements, the provision(s) in the T-Mobile Agreements shall apply.

**IV. In order to be eligible to receive benefits under the JUMP Program, You must satisfy the following eligibility requirements.**

- Program Eligibility.** You must have (i) an eligible wireless service plan, (ii) have purchased an Eligible Device from T-Mobile under an EIP Agreement, (iii) be enrolled in the JUMP Program no later than thirty (30) days from purchase date of the Eligible Device or at such other times as may be identified, and (iv) regularly pay Your monthly JUMP Program charge when due. You must also be current and in good standing with Your (i) Program Terms; and (ii) T-Mobile Agreements.
- Device Eligibility.** The Eligible Device must (i) match the IMEI identified on the EIP Agreement, or at The Signal's discretion any replacements provided by T-Mobile, the manufacturer, or by the administrator in accordance with the Program Terms; and (ii) power on and have its hardware and software operating in a manner consistent with the original Manufacturer's specifications, and neither have a cracked screen nor water damage ("Good Working Order") as determined by The Signal in its reasonable discretion ("Eligible Device"). You must also have paid at least 50% of Your Device cost for the Eligible Device.

**V. Program Term.** The JUMP Program is a month-to-month program and Your right to receive benefits afforded under JUMP is contingent upon Your continued Program Eligibility. Your participation in the JUMP Program is continuous until cancelled pursuant to Section XI.

**VI. Requesting Program Benefits.** You may request Your JUMP benefits in a manner that T-Mobile makes available to you, which may change from time to time. These may include: a) going to a participating T-Mobile location; b) calling T-Mobile Care at 1-800-937-8997 (1-888-440-4846 for Puerto Rico customers) and telling the representative You wish to upgrade under the JUMP Program; or c) upgrading via the T-Mobile website at [www.t-mobile.com](http://www.t-mobile.com). Web upgrades are not available for Puerto Rico

customers. You must then trade-in Your Eligible Device via one of the available channels pursuant to the process below.

**VII. Trade-In and Evaluation Process.** To trade in Your Eligible Device under the JUMP Program, You must surrender the Eligible Device and its battery to The Signal via one of the available channels, which may include In-Store, Self-Ship or others as identified by T-Mobile from time to time. If In-Store or Self-Ship options are available, You must surrender the Eligible Device as follows:

**In-Store:** If You conduct Your T-Mobile Upgrade at a participating T-Mobile store and an authorized T-Mobile representative determines that Your Eligible Device is in Good Working Order, You will turn over Your Eligible Device to T-Mobile. The Signal will then remit to T-Mobile an amount equal to the outstanding balance due for the Eligible Device under the EIP Agreement at the time T-Mobile approves its condition for credit to Your T-Mobile account. If the T-Mobile representative reasonably determines that the Eligible Device is not in Good Working Order, You may file a claim for a replacement Device under the Program Terms. If the claim is approved and You have paid the applicable deductible amount, the participating T-Mobile store is able to perform the Upgrade.

**Self-Ship:** If You conduct Your T-Mobile Upgrade at a participating T-Mobile Store and decide either to turn in Your Eligible Device at a later time, or process Your trade-in over the phone, or process Your trade-in online (the online trade-in option is not available for Puerto Rico customers), You must ship Your Eligible Device to The Signal per the directions provided to You. Your Eligible Device must be properly shipped to avoid damage during transit; The Signal may make adjustments to the trade-in value based upon evaluation of quality and condition upon receipt. Subject to the terms in this Agreement, The Signal will remit to T-Mobile or its Assignee Creditor an amount equal to the outstanding balance due under the EIP Agreement for Your Eligible Device at the time it is received and approved by The Signal. You will receive a T-Mobile bill credit for the trade-in value within three (3) billing cycles.

If You ship a Device that matches the IMEI on Your EIP Agreement directly to The Signal for trade-in under the JUMP Program, but The Signal finds that it is not in Good Working Order, the Device will not be considered an Eligible Device and You will remain responsible for the current outstanding balance due on the EIP Agreement associated with such Device. We will contact You and assist You with filing a claim for a replacement Device under the Program Terms. If the claim is approved and You have paid the applicable deductible, you will receive a T-Mobile bill credit to pay the outstanding balance due under the EIP agreement.

If You ship a Device to The Signal and the IMEI does not match the one identified on Your EIP Agreement, it is not an Eligible Device, shipping it to The Signal will not entitle You to any JUMP Program benefits. You will remain responsible for the current outstanding balance due on the EIP Agreement associated with such Device.

Your shipment of such Device to The Signal constitutes Your agreement to T-Mobile's Device Recovery Program ("DRP") Terms and Conditions. Please see the DRP Terms and Conditions at <https://amsshoppinglabel.tmo.mobileservicespartners.com/T-Mobile/Terms.pdf> for details.

**VIII. Benefit Limit for New York Residents.** If Your coverage under the Program Terms terminates, Your JUMP enrollment ends, and You will lose any unused JUMP benefits. Any JUMP benefits available to You must be used prior to receiving a replacement Device on the second approved claim for the Eligible Device during a 12-month period. See Program Terms for details. You may re-enroll in JUMP when You become eligible again as set out in Section IV.

**IX. Your Obligation to Protect Your Private and Personal Information.** It is Your sole responsibility to protect or secure any information on Your Device. You are responsible for removing data and personal information, which includes, but is not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. Consult Your Users Guide to learn how to erase or remove such information. You may keep Your removable memory card. You are also obligated to reset Your Device to factory settings and disable any passwords or locking features such as Find My iPhone. If you fail to do so, it will not be eligible for trade-in.

- X. **Transferability and Availability.** This Agreement is non-transferable. The JUMP Program is available only in the United States and Puerto Rico, excluding Guam.
- XI. **Cancellation.** You may cancel the JUMP Program at any time for any reason by mailing a request for cancellation or calling 1-800-937-8997 (1-888-440-4846 for Puerto Rico customers). If You cancel Your wireless service with T-Mobile for any reason, including nonpayment or if T-Mobile cancels Your wireless service, this constitutes cancellation of Your participation in the JUMP Program.

If You or The Signal cancel Your enrollment in the JUMP Program for any reason, You are no longer eligible for JUMP Program benefits or coverage under the Program Terms and may not re-enroll the same Eligible Device at a later date. See Your Program Terms for details.

The Signal has the right to cancel Your JUMP Program benefits for cause, including, without limitation, in case of fraud or misrepresentation in any way by You, substantial breach of duties by You, or failure to maintain Your T-Mobile Agreements in good standing.

Your participation in the JUMP Program is subject to our business policies, practices, and procedures, which We can change without notice. The Signal reserves the right to modify or terminate this Agreement or to cancel Your participation in the JUMP Program at any time, at Our sole discretion. If We (i) materially change the JUMP Program or a term in this Agreement in a manner that is materially adverse to You or (ii) terminate the JUMP Program, We will do so upon notice. In the event the JUMP Program is cancelled or terminated or if these terms and conditions are not satisfied, You will remain responsible for the current outstanding balance due on the EIP Agreement associated with Your Device. No refunds will be provided. Cancellation or termination will be effective even if You do not use the JUMP benefit.

- XII. **Waiver of Liability.** IN NO EVENT SHALL THE SIGNAL OR T-MOBILE OR THEIR RESPECTIVE AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to Your participation in the JUMP Program regardless of the form of action (including, but not limited to, negligence) and regardless as to whether The Signal or T-Mobile has been advised of the possibility of any such loss or damage. In the event a court of competent jurisdiction finds this Section unenforceable, You agree that the extent of The Signal's or T-Mobile's liability shall be no more than One Hundred Dollars (\$100.00).
- XIII. **Independent Contractor.** This Agreement and the JUMP Program in noway constitutes or gives rise to a partnership, joint venture or other relationship between The Signal and T-Mobile. The Signal operates under these terms and conditions as an independent contractor and not as an agent for T-Mobile.
- XIV. **Indemnity.** You agree to indemnify and hold The Signal and T-Mobile and their respective parent, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to, or arising out of Your breach of this Agreement, Your acts or omissions, or Your violation of any law or the rights of any third party.
- XV. **Dispute Resolution.** You understand that T-Mobile is not a party to this Agreement, and that any disputes You may have with T-Mobile are governed by Your agreement(s) with T-Mobile including without limitation the Dispute Resolution and Arbitration provision set forth in Section 2 of Your standard terms and conditions with T-Mobile.
- XVI. **Arbitration Provision. READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** As used in this Provision, "You" and "Your" mean the person or persons named in this Program, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the JUMP Program provider identified above and shall be deemed to include all of its agents. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud [whether by misrepresentation or by omission] or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with: (1) this JUMP Program or any prior program, and the purchase thereof; and/or (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire JUMP Program ("Claim"), shall be resolved by binding arbitration before a single arbitrator (except as to Puerto Rico customers). All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect

at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling 1-800-778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and the applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this JUMP Program was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, IT SHALL NOT INVALIDATE THE REMAINING PORTIONS OF THE PROVISION, EXCEPT THAT IN NO EVENT SHALL THIS PROVISION BE AMENDED OR CONSTRUED TO PERMIT CLASS ARBITRATION OR ARBITRATION ON BEHALF OF ANY INDIVIDUAL OTHER THAN YOU.** This Provision shall inure to the benefit of and be binding on You, Your assignees, and Us and shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this JUMP Program. You agree that any arbitration proceeding will only consider Your Claims. Claims by or on behalf of other individuals will not be arbitrated in any proceeding that is considering Your Claims. **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT, EXCEPT AS MAY BE PROVIDED ABOVE, TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

**Puerto Rico customers:** We will provide you with a determination regarding any dispute that is presented to us in our store, in writing, or by phone at 1-877-281-9767 within fifteen (15) days after we receive it. You will have twenty (20) days from the mailing date of the notification to request reconsideration of our determination's result. You may appeal our resolution's determination to the Telecommunications Regulatory Board ("Telecommunications Board") by filing a petition for review up to thirty (30) days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten, and must be signed by you. You must send us a copy of your document to the following address: The Signal, P.O. Box 47168, Atlanta, GA 30362, Attn.: Customer Service Manager and to T-Mobile Puerto Rico LLC, B7 Tabonuco Street, Suite 700, Guaynabo, Puerto Rico, 00968, Attn.: Customer Care Manager. You must send your petition for review to the Telecommunications Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 - Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996, and Regulation 8065 promulgated by the Telecommunications Board regarding the procedures for customer's dispute resolution and suspension of Services. You are also advised of Regulation 7848 promulgated by the Telecommunications Board regarding general practices and procedures before such agency.

XVII. **Notice.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide at the time of Your JUMP enrollment. All notices or requests pertaining to these terms and conditions will be in writing and may be sent by any reasonable means including; e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

XVIII. **Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.