

# XFINITY MOBILE TRADE-IN PROGRAM TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AS AN AUTHORIZED USER AND PARTICIPANT IN THE XFINITY MOBILE TRADE-IN PROGRAM ("PROGRAM"). BY PARTICIPATING IN THE PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH THE SIGNAL, WITH OFFICES AT 676 E. SWEDSFORD ROAD, WAYNE, PA 19087 ("THE SIGNAL") AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.

1. **Definitions.**
  - A. **You/Your:** The owner of the Device being traded-in under the terms of the Program.
  - B. **Terms and Conditions:** The provisions of this agreement that govern the Trade-In Program.
  - C. **We/Us/Our:** The Signal ("The Signal") as the buyer of the Device You are trading in under the Program.
  - D. **Eligibility criteria:** A set of physical and functional conditions that a Device must satisfy in order for You to receive payment.
  - E. **Device:** Your cellular Device or other cellular based electronics that You request The Signal to purchase in accordance with the terms of this Program.
  - F. **Quote or revalued quote:** A firm amount for which The Signal is willing to purchase a Device.
2. **General Program Description.** You have an opportunity to sell Your Device to Us in accordance with these Terms and Conditions of the Program. Under this Program, Xfinity Mobile, or its authorized retailer, will inquire whether You would consider selling Your Device to Us, however, **You are under no obligation to do so.** If You are willing to sell Your Device, Xfinity Mobile, or its authorized retailer, will communicate the Quote on Our behalf. If You accept the Quote and all other conditions are satisfied, We will issue a check in the amount of the agreed upon Quote.
3. **Applicability.** These Terms and Conditions are supplemental to, and separate from any other terms and conditions You may have with Xfinity Mobile including, but not limited to, Your Xfinity Mobile Customer Agreement, and the Device Payment Plan Agreement (collectively the "Xfinity Mobile Agreements"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the Xfinity Mobile Agreements, the provision(s) in the Xfinity Mobile Agreements shall apply.
4. **Eligibility.** To participate in this program, You must be a new or current Xfinity customer. You must also be current and in good standing with the (i) Program Terms and Conditions, and the (ii) Xfinity Mobile Agreements.
5. **Requirements to Obtain a Program Quote.**

Your Device must satisfy the Program's eligibility criteria to receive the Quote. This is determined by Your responses to eligibility questions. If You choose to sell Your Device to Us:

  - A. **In-Store:** A representative must inspect Your Device to confirm Your responses are accurate;
  - B. **Online:** You must answer the eligibility questions on the Program's web page; or
  - C. **By Phone:** An Xfinity Mobile representative may record Your responses to the eligibility questions.
6. **Device Reassessment.** If You do not turn in your Device at the store, You must ship your Device before the date the Quote expires. If the Device is not received by the expiration date, it will be reevaluated and assigned a Quote based on the date We receive it. If You do not accept the reevaluated Quote, You may ask Us to return the Device to You
7. **Packing and Shipping Your Device.**

**In-Store:** If You bring your Device to the store, the store will ship it to Us for You.

**Online and By Phone:** For online and phone orders, You must properly package your Device to avoid damage during shipping and it must be received by Us by the Quote expiration date.
8. **Protecting Your Private and Personal Information.** It is solely Your responsibility to protect and secure any information that is stored on Your Device. You are responsible for removing data and personal information, including but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. Consult the user's Guide to learn how to erase or remove such information. You may keep Your removable memory card. You must reset Your Device to factory settings and disable any passwords or locking features. If You fail to do this, We must revise or re-estimate the current value of the Device.

9. **YOU (A) AGREE TO THE TERMS IN THIS DOCUMENT; (B) TRANSFER OWNERSHIP OF YOUR DEVICE TO THE SIGNAL; AND (C) UNDERSTAND THAT THE SIGNAL IS UNDER NO OBLIGATION TO RETURN THE DEVICE (UNLESS OTHERWISE REQUIRED BY LAW) ONCE THE QUOTE IS ACCEPTED.**
10. **Certification.** By enrolling in the Program, You certify that:
- A. You are eighteen (18) years old or older;
  - B. You possess all the rights and title, or will pay off any outstanding balance to obtain sole ownership rights to the Device, in order to sell the Device to Us; and
  - C. Your responses to the eligibility questions are truthful and accurate.
11. **Waiver of Liability.** IN NO EVENT SHALL THE SIGNAL OR Xfinity MOBILE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to Your Device purchase regardless of the form of action (including, but not limited to, negligence) and regardless as to whether We or Xfinity 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 Our or Xfinity Mobile's liability shall be no more than one hundred dollars (\$100.00).
12. **Independent Contractor.** This program in no way constitutes or gives rise to a partnership, joint venture or other relationship between The Signal and Xfinity Mobile. Each party will operate under these terms and conditions as an independent contractor and not as an agent for the other.
13. **Indemnity.** You agree to indemnify and hold The Signal and Xfinity 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 these program terms and conditions, or Your violation of any law or the rights of any third party.
14. **Dispute Resolution.** You understand that Comcast OTR1, LLC is not a party to this Agreement, and that any disputes that may arise with Comcast OTR1, LLC are governed by your agreement(s) with Comcast OTR1, LLC including, and not limited to the Dispute Resolution and Arbitration provision set forth under the heading "Binding Arbitration" in your Customer Agreement with Comcast OTR1, LLC.
15. **Arbitration Provision.**  
THE FOLLOWING ARBITRATION PROVISION ("PROVISION") MUST BE READ CAREFULLY. IT LIMITS CERTAIN OF YOUR 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. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("Rules") in effect at the time the claim is filed. The terms of this Provision shall control any inconsistency between the Rules and this Provision. You may obtain a copy of the Rules by contacting AAA. 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. Unless You and We agree, 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. **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.** 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. California Residents Only** – Notwithstanding any other terms of the Provision, which otherwise fully apply, Claims seeking statutorily authorized injunctive relief that, if granted, would have the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public may be arbitrated.
16. **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 Program transaction. 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.

17. **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.