

XFINITY MOBILE TRADE-IN PROGRAM TERMS AND CONDITIONS

You have an opportunity to sell Your Device to Us. **You are under no obligation to do so.** If You request to sell Your Device, We will provide You an Offer for purchase based on these Terms and Conditions. If You accept the Offer and satisfy all eligibility conditions, We will either issue You a Payment or a Credit and purchase Your Device.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS TO CAREFULLY UNDERSTAND YOUR RIGHTS AS A PARTICIPANT IN THE APPLICABLE TRADE-IN PROGRAM. BY PARTICIPATING IN ONE OF THE TRADE-IN PROGRAMS DETAILED BELOW, YOU ENTER INTO A BINDING AGREEMENT WITH THE SIGNAL, WITH OFFICES AT PO BOX 47168, ATLANTA, GA 30362 (“THE SIGNAL”) AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.

1. Definitions

Adjusted Offer means the reassessed Credit value that We will pay to purchase Your Device. The Adjusted Offer may differ from the original Offer made for Your Device based on Your Device condition upon receipt by Us.

Condition Reduction (applies to the Mobile Plus Program only) means an amount of \$100 by which the Offer will be reduced in the event Your Device is not in Good Working Order.

Credit means, for the Promotional Program and Mobile Plus Program, the Offer amount to be applied to Your Xfinity Mobile account over the Credit Period or, for the Standard Program, the Offer amount to be applied to Your Xfinity Mobile account following the trade-in of Your Device.

Credit Period (applies to the Promotional Program and Mobile Plus Program) means the thirty-six (36) month period during which you will receive the Credit based on the promotion's requirements and beginning upon purchase of Your new device.

Device means Your cellular device or other eligible electronics that We agree to purchase under the applicable Trade-In Program.

Eligibility Criteria means a set of physical and functional conditions that a Device must satisfy for You to receive an Offer or Adjusted Offer, if applicable, under the applicable Trade-In Program. This also may include verifying device ownership, that all security features (such as Find My) are turned off, and that the device was not reported lost or stolen, nor was blacklisted.

Good Working Order means the Device (i) powers up and operates in a manner consistent with the original manufacturer's specifications for both hardware and software, (ii) is free from liquid damage, (iii) does not have a cracked or broken screen, and (iv) has no physical damage to the

housing, buttons and charging port. In addition, all security features (such as Find My iPhone (“FMIp” for iPhones) must be turned off.

Maximum Credit Amount (applies to the Promotional Program only) means the maximum amount You may receive for Your Device, provided You comply with the promotion's requirements. Only Devices traded in under the Promotional Program and Mobile Plus Program are eligible for the Maximum Credit Amount.

Minimum Credit Amount (applies to the Promotional Program and Mobile Plus Program only) means the minimum amount You will receive for Your Device if You do not comply with the promotion's requirements.

Mobile Plus Program means the offer under which customers actively enrolled in Xfinity Mobile's Mobile Plus wireless service plan may sell a Device to Us in exchange for a Credit, less any applicable Condition Reduction if the Device is not in Good Working Order.

Offer means the amount of Credit We will provide You for Your Device. For the Promotional Program and Mobile Plus Program, the Offer is based on the specific promotion available to You for Your new device and the condition of Your Device when We receive it. For the Standard Program, the Offer is based on the market value of Your Device.

Offer Expiration Date means the date identified on the Offer or Adjusted Offer as to when the offer to purchase Your Device ends.

Promotional Program means the offer tied to a promotion under which You may sell Your Device to Us in exchange for a Credit. Promotions may vary over time.

Standard Program means the offer under which You may sell Your Device to Us in exchange for a Credit.

Trade-In Program means one or more optional programs designed for Xfinity Mobile subscribers that allows You to sell Your eligible Device under the Promotional Program, Standard Program, or Mobile Plus Program.

We/Us/Our means The Signal as the buyer of the Device You request to trade-in under the applicable Trade-In Program.

You and **Your** means the Device owner.

2. Eligibility

To participate in the Trade-In Program(s), You must be a new or current Xfinity Mobile subscriber, 18 years of age or older. You must also be current and in good standing with the Xfinity Mobile Agreements defined in Section 6. To participate in the Promotional Program, You must meet all requirements associated with the then-current promotion. To participate in the Mobile Plus Program You must be actively enrolled in Xfinity Mobile's Mobile Plus wireless service plan. For all Trade-In Programs, Your Device must satisfy the applicable Eligibility Criteria to receive an Offer. We reserve the right to reject any trade-in requests that do not align with the Eligibility Criteria.

3. Program Requirements

You are permitted to sell one Device per active line at the time You activate a new line of service or upgrade an existing line.

Under the Promotional Program and Mobile Plus Program, You must meet certain minimum requirements to receive the Maximum Credit Amount. You must (i) maintain continuous wireless service with Xfinity Mobile for the duration of the Credit Period, (ii) maintain the payment schedule for Your newly purchased device throughout the Credit Period, (iii) not return Your newly purchased device, and (iv) Your Device must be in Good Working Order. Devices received under the Promotional Program that are not in Good Working Order will receive an Adjusted Offer based on the condition of Your Device upon receipt by Us. Devices received through the Mobile Plus Program that are not in Good Working Order are subject to a Condition Reduction. For the Promotional Program and Mobile Plus Program, if You exchange Your newly purchased device Your new device must be eligible for the same promotion. Under the Promotional Program or Mobile Plus Program, if You do not meet these requirements, Your total Credit will be limited to either the Minimum Credit Amount or an amount that corresponds to the length of the Credit Period for which You meet the requirements listed in this Section, whichever is higher. Under the Promotional Program and Mobile Plus Program if You cancel Your Xfinity Mobile service before reaching the Minimum Credit Amount, You will receive a check in

the amount of the Minimum Credit Amount, less any Credit You may have received.

4. How to Sell Your Device.

You may contact Xfinity Mobile to sell Your Device through the following channels:

- a) **In-Store**: A representative must inspect Your Device to confirm it meets the Eligibility Criteria;
- b) **Online**: You must respond to questions based on the Eligibility Criteria listed on the applicable Program's web page; or
- c) **By Phone**: You must respond to questions based on the Eligibility Criteria. An Xfinity Mobile representative may record Your responses.

Available trade-in channels are subject to change. The agent will examine the Device when submitted in store or ask qualifying questions online or by phone concerning the Device ownership, condition and functionality prior to providing You an Offer. If You agree to the Offer terms, You must surrender Your Device through an approved channel described in Section 5 to receive Credit.

5. Trade-in and Evaluation Process

Prior to surrendering Your Device,

- a) **backup Your data;**
- b) **turn off any security features (including deactivating any passwords and removing the device from Your security account);**
- c) **erase all data and settings (including passwords and mobile wallet settings) back to factory settings; and**
- d) **remove Your SIM card and any memory cards.**

It is Your responsibility to protect and secure Your information. Consult Your Device user guide to learn how to erase or remove such information. Under the Standard Program, if Your security features are still active when We receive Your Device, We will send You notice to deactivate this feature as well as an Adjusted Offer for the purchase if You choose not to remove this feature. Under the Promotional and Mobile Plus Programs, if Your security features are still active when We receive Your Device, We will return Your Device to You and the cancel trade-in transaction.

To complete the trade-in, You must surrender Your Device to Us through one of Our available channels which may include in-store, mail-in or any other channel identified by Xfinity Mobile. If in-store or mail-

in options are available, You must surrender the Device as follows:

- a) **In-Store (at participating Xfinity Mobile stores)**
If Your Device satisfies the Eligibility Criteria, You accept the Offer, and You surrender Your Device in-store, We will process the Credit reflected in the Offer.

Credit: Under the Promotional and Mobile Plus Programs, the first Credit will appear in Your Xfinity Mobile account the first month of Your Credit Period, which is the month of surrender and acceptance of Your Device in-store.

- b) **Mail-In** - If Your trade-in request occurs online, by phone, or other approved channel, You will receive your Offer as well as instructions and a shipping label by email. You must ship Your Device to Us using the shipping label and directions provided to You by Us. Properly package Your Device to avoid damage during shipping. We will honor the Offer and process the Credit if:

1. We receive Your Device by the Offer Expiration Date; and
2. Your Device satisfies the applicable Eligibility Criteria as validated by Us upon receipt.

Credit: Under the Promotional and Mobile Plus Programs, the first Credit will not appear in Your Xfinity Mobile account within the first month of Your Credit Period but will appear within the first month after Your Device is received and accepted by Us. You will receive catch-up amounts for the expired time associated with Your Credit Period. By way of example only: if You are offered a \$600 promotion (credited at \$25 per month) and You ship Your Device to Us within the Offer Expiration Date, and Your Device meets all applicable Eligibility Criteria, Your Credit will be applied in month two of Your Credit Period and will equal a \$25 catch-up amount plus the current \$25 monthly amount.

If (i) You participate in the Standard Program or Promotional Program and (ii) We receive Your Device after the Offer Expiration Date or in a different condition than what We agreed (including if security features are active), We will contact You with an Adjusted Offer. If You choose to accept the Adjusted Offer, We will process the Credit due. If You reject the Adjusted Offer, You may request that We return Your Device. If You do not respond within the timeframe specified in Our communications, We will treat that as Your acceptance of the Adjusted Offer, not return Your Device, and process the trade-in according to the Adjusted Offer.

If You participate in the Mobile Plus Program and We receive Your Device after the Offer Expiration Date or in a different condition than what We agreed, We will apply a Condition Adjustment and contact You with the Adjusted Offer. If You choose to accept the

Adjusted Offer, We will process the Credit due. If You reject the Adjusted Offer, You may request that We return Your Device. If You do not respond within the timeframe specified in Our communications, We will treat that as Your acceptance of the Adjusted Offer, not return Your Device, and process the trade-in according to the Adjusted Offer.

For all Trade-in Programs, if Your security features are still active on Your Device, We will contact you to deactivate the security features. If You do not deactivate the security features within the timeframe identified in Our communication, We will cancel Your trade-in request and return Your Device to You.

If You are eligible for a Promotional Program offer, but prefer to receive an instant Credit (of a lesser value in accordance with the terms of the Standard Program) rather than monthly Credits, at the point of sale of Your new Device You may choose to decline the Promotional Program Offer and participate in the Standard Program instead. You understand that the Standard Program Offer will differ from the amount provided under the Promotional Program Offer.

Once You surrender or ship your Device to Us and the Offer / Adjusted Offer is complete (without being canceled), You transfer ownership of the Device to Us.

6. Applicability

This agreement is supplement to, and separate from, any other agreements You may have with Comcast OTR1, LLC or its affiliates including, but not limited to, its wireless services agreement and its terms and conditions (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.

7. Waiver of Liability

IN NO EVENT SHALL THE SIGNAL, XFINITY 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 TRADE-IN PROGRAM REGARDLESS OF THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) AND REGARDLESS AS TO WHETHER THE SIGNAL, XFINITY MOBILE OR THEIR RESPECTIVE AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN THE EVENT OF A COURT OF JURISDICTION FINDS THIS SECTION

UNENFORCABLE, YOU AGREE THAT THE EXTENT OF THE SIGNAL'S OR XFINITY MOBILE'S LIABILITY SHALL BE NO MORE THAN ONE HUNDRED DOLLARS (\$100).

8. Independent Contractor

The Trade-In Programs in no way constitute or give rise to a partnership, joint venture or other relationship between The Signal and Xfinity Mobile. The Signal operates under these Terms and Conditions as an independent contractor and not as an agent for Xfinity Mobile.

9. Indemnity

You agree to indemnify and hold The Signal and Comcast OTR1, LLC and their respective parents, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claims or demands, including reasonable attorneys' fees, made by any third parties due to, connected to, or arising out of, the breach of this agreement, any acts or omissions, or violation of any law or the rights of any third party by You.

10. Dispute Resolution

You understand that Comcast OTR1, LLC is not a party to this agreement, and that any dispute that may arise with Comcast OTR1, LLC is governed by Your agreement(s) with them including, and not limited to, the Dispute Resolution and Arbitration provisions set forth under the heading "Binding Arbitration" in Your Customer Agreement with Comcast OTR1, LLC.

11. Mandatory 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. 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.

12. Notice

You 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 Trade-In Program 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.

13. Waiver; Severability

The failure of either party to require performance by the other party of any provision of these Terms and Conditions 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 of these Terms and Conditions be taken or held to be a waiver of the provision itself. If any provision of these Terms and Conditions is unenforceable or invalid under any applicable law 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.