

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

There may be different or additional terms based on your state. Your specific terms and conditions will be included in your Welcome Kit. See the Service Contract Terms & Conditions, Communication Device Protector Certificate of Insurance, and JUMP Upgrade Terms and Conditions. To request a sample copy of the terms and conditions specific to your state 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. **Accidental Damage from Handling:** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a failure due to accidental damage from handling (“ADH”), We will arrange to repair or replace the Covered Device.

ADH coverage only applies to operational or mechanical failures caused by an accident from handling that results from an unexpected and unintentional external event (example, drops and damage caused by liquid contact).

ADH coverage only is available for smartphones, tablets, and watches.

3. **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.

4. 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.
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”).

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under P360 Device Protection is five (5) during any rolling twelve (12) month period beginning with the date of the first repair or replacement.

No further repairs or replacements will be provided for the remainder of this period.

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:**

Service Fee	Tier 1	Tier 2	Tier 3
	Accidental Damage All Other: \$10*	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29*	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29*
		Accidental Damage All Other: \$49*	Accidental Damage: iPad with AppleCare Services: \$49* Apple Watch with AppleCare Services: \$69* All Other: \$99*
	*Plus applicable tax	*Plus applicable tax	*Plus applicable tax
	Tier 4	Tier 5	Tier 6
	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29*	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29*	Accidental Damage Screen-Only Repair (Eligible Smartphones Only): \$29*
	Accidental Damage: iPad with AppleCare Services: \$49* Apple Watch with AppleCare Services: \$69* All Other: \$99*	Accidental Damage: iPad with AppleCare Services: \$49* Apple Watch with AppleCare Services: \$69* All Other: \$99*	Accidental Damage: iPad with AppleCare Services: \$49* All Other: \$199*
	*Plus applicable tax	*Plus applicable tax	*Plus applicable tax

**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.

## 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.

# COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

## AMERICAN BANKERS INSURANCE COMPANY of FLORIDA

A Stock Insurance Company  
Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

### CERTIFICATE OF INSURANCE

#### INSURING AGREEMENT

We agree to provide coverage for Your technology that is eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Master Policy, Your Coverage Confirmation, and any endorsements attached to this Certificate.

A copy of the Master Policy under which this Certificate is issued is available for Your inspection by contacting Us at: 1-866-866-6285.

#### DEFINITIONS

**Accessories** are those items included with Your Insured Product purchase. These may include the device battery, wall charger, USB charging cable, and SIM card. Accessories are eligible for coverage only when claimed as part of an Insured Product's reported Loss.

**Accidental Damage from Handling ("ADH")** means an unexpected and unintentional external event that results in physical damage to the Insured Product. The damage shall be beyond Your control or the control of anyone You entrusted with the Insured Product. ADH coverage only applies to operational or mechanical failures such as drops and damage caused by liquid contact.

**Consumer Software** is software applications, branded by the Insured Product manufacturer, including but not limited to word processing, worksheets, and presentation software.

**Coverage Confirmation** is Your receipt, proof of purchase, service agreement, or comparable documentation that indicates Your enrollment.

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

**Group** means the Product Owners who enroll in and We accept for coverage under the Master Policy and who also maintain Mechanical and Electrical Breakdown and ADH coverage for the Insured Product under a service and repair program approved by Us.

**Insured Product(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. Insured Product also includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us as well as any subsequent upgrade device purchased or leased by You

and registered with and approved by Us as an Insured Product.

**Loss** means an occurrence of a covered claim event, including but not limited to continuous or repeated exposure to substantially the same general harmful conditions to the Insured Product, while this Certificate is in force.

**Malware** means any program, applications, scripts or code intended to contaminate data or damage an Insured Product's hardware or software. It includes but is not limited to any of the following: self-replicating viruses, worms, trojans, logic bombs, spyware or other malware. It does not mean defect or programming errors, such as the inability of a program to process any naturally occurring calendar date.

**Manufacturer** means the entity that designed and produced Your Insured Product.

**Master Policyholder ("Policyholder")** means T-Mobile USA, Inc., the organization that holds the Master Policy under which We issued this Certificate.

**Mechanical and Electrical Breakdown ("Hardware Services")** means the failure of the Insured Product due to a defect in materials and workmanship when operated according to the manufacturer's instructions. Mechanical and Electrical Breakdown does not include Accessories coverage.

**Mysterious Disappearance** means the vanishing of the Insured Product without either Your or the authorized user's knowledge as to place, time, or manner.

**Pre-existing Condition(s)** means failures or defects with an Insured Product which You should have reasonably known to be present before coverage begins under this Certificate.

**Premium** means the amount the Policyholder pays or paid for this coverage.

**Product Owner, You, and Your** mean the person or entity whose Insured Product(s) is/are covered by this Certificate.

**Theft** means the unlawful taking or removing of the Insured Product without Your consent and with the intent to deprive You of the Insured Product. This includes burglary and robbery.

**We, Us, and Our** mean American Bankers Insurance Company of Florida.

#### WHEN COVERAGE BEGINS AND ENDS

If You were provided this coverage at the same time You purchased Your Insured Product(s), the Certificate begins the date You enroll for coverage.

If You were provided this coverage on a date later than the date You purchased Your Insured Product(s), this Certificate takes effect immediately upon passing a device inspection.

If an Insured Product changes due to a replacement by the device seller, the manufacturer, or Us due to a device upgrade, coverage ceases on the existing Insured Product and begins on the replacement/upgrade device when You activate the replacement device on the Policyholder's network and we approve it for coverage.

To be eligible for coverage under this Certificate, You must be a member of the Group. Your coverage under this Certificate begins upon Our approval. If approved, Your coverage is retroactive to the coverage start date.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as an Insured Product.

Should We disapprove Your coverage, We will notify You in writing within thirty (30) days and refund to the Policyholder any Premium paid.

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

For month to month coverage or a renewable term option (when applicable), You also must be an active customer of the Policyholder to be covered under this Certificate. In addition, coverage under this Certificate is continuous until either cancelled or not renewed by either You or Us.

### WHAT IS COVERED

We will cover the Insured Product(s) against direct, and sudden Loss, caused by Theft or Mysterious Disappearance.

During the coverage term, We also may provide You with other services specific to Your Insured Product(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, discounts, 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 pay a claim due to:

1. The setup, installation, or any data restoration of the Insured Product or the provisioning of equipment during Your service event. This includes the removal or disposal of any Insured Product replaced under this Certificate.
2. Damage caused by:
  - a. Misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product, 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; or
  - d. Service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Insured Product outside the permitted or intended use as described by the manufacturer.
  4. An Insured Product with an altered, defaced, or removed serial number, or an Insured Product modified to alter its functionality or capability without the manufacturer's written permission.
  5. Coverage only applies to an Insured Product returned to Us in its entirety (excludes Theft or Mysterious Disappearance).
  6. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer.
  7. Damage related to any Malware.
  8. Damage to Your data, either inputted, stored on, connected to, or processed by Your Insured Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
  9. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Insured Product.
  10. Damage caused by normal wear and tear or which is otherwise due to the normal aging of the Insured Product.
  11. Pre-existing Conditions or defects that are subject to a manufacturer's warranty or recall.
  12. 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 Insured Product; or server-based applications.
  13. Issues that could be resolved with a software upgrade.
  14. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Insured Product, or anyone else with an interest in the Insured Product for any purpose, whether acting alone or in collusion with others.
  15. Voluntary parting with the Insured Product by You or anyone entrusted with the Insured Product, including if induced to do so by any fraudulent scheme, trick, device or false pretense.
  16. Illegal trade or confiscation by any governmental authority.

17. Any liability for damage arising from delays or any consequential damages due to a claim.
18. Depreciation or obsolescence.
19. Claims to property held in inventory or held as stock in trade.
20. Any other act or result not described as covered under this Certificate.
21. ADH.
22. Mechanical and Electrical Breakdown.

## YOUR RESPONSIBILITIES

To file a claim or request support, You agree to comply with each of the terms listed below.

1. Back up all software and data that resides on Your Insured Product(s). DURING A CLAIM EVENT, WE MAY DELETE THE INSURED PRODUCT'S CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Insured Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Notify Your service provider of any Loss due to Theft or Mysterious Disappearance (when applicable).
3. Update software to currently published releases prior to seeking service.
4. As part of a claim or request for support, provide information about the symptoms and causes of the issues with the Insured Product.
5. Respond to requests for information, including but not limited to Your identification and proof of Insured Product ownership, the Insured Product's serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Insured Product, any error messages displayed, the actions which were taken before the Insured Product experienced the issue and the steps taken to resolve the issue.
6. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the Loss occurred. We will deny the claim if You fail to pay any applicable deductible as described below or fail to provide information relating to the failure or damage when asked.
7. Follow the instructions We give You:
  - a. For Mechanical and Electrical Breakdown or ADH Loss, this may include unblocking Your device, turning off device location features,

- b. resetting the Insured Product to factory settings, removing Your data/mobile wallet/registration from the Insured Product, refraining from sending Us devices and Accessories that are not subject to repair or replacement, and packing the Insured Product according to Our shipping instructions.
- b. For Theft or Mysterious Disappearance Loss, this may include, enabling the security features on the Insured Product prior to the Loss and turning on lost mode as instructed during the claim process.

8. For Loss due to Theft or Mysterious Disappearance, a report of such Loss must be made when instructed by Us to do so:
  - a. To the applicable police authority with jurisdiction; and
  - b. As soon as reasonably possible.

Failure to report the Loss or file a Proof of Loss as stated above may result in a denial of a claim under this Certificate.

9. Submit to an examination under oath as well as an examination of the Insured Product either by Us or Our authorized servicer, if requested.
10. **Do not open the Insured Product as resulting damage is not covered by this Certificate. Only We, the Manufacturer, or an authorized servicer approved by Us should perform service on the Insured Product.**
11. Protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

## HOW TO FILE A CLAIM AND REQUEST SUPPORT

All claims for service must be reported as soon as reasonably possible. This Certificate covers only those claims reported within ninety (90) days of the date of the Loss.

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

**To file a claim or request support, visit Us at [mytmclaim.com](http://mytmclaim.com) or contact Us at 1-866-866-6285.** We will assist You to diagnose any technical difficulties that may exist with Your Insured Product. To the extent that Our diagnosis confirms a covered Loss, We will process Your claim and arrange for a repair or replacement service as defined below.

We will use new, refurbished, or recertified parts or replacements for any hardware benefit under this Certificate that is of like kind and quality to the Insured Product.

## REPAIR OPTIONS

Should We choose to repair Your Insured Product, We will setup service with an authorized servicer/repair center determined by

Us based on Your location, the Insured Product's equipment type, and service purchased. Our repair options include:

1. If We determine that the Insured Product requires in-home/on-site service, We will repair the Insured Product 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 Insured Product elsewhere, We will transport it to and from Our repair center.
2. If the Insured Product qualifies for carry-in service, We either will setup a claim for the repair to be performed at an authorized repair center of Our choosing or arrange for You to take the Insured Product 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 the Insured Product to/from the repair center and assume any corresponding cost.
3. If We determine that the Insured Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) to ship the Insured Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Insured Product to You.

### **REPLACEMENT OPTIONS**

Should We choose to replace the failed or damaged Insured Product because either We are unable to repair it or the repair cost exceeds the current retail replacement value of Your Insured Product, We, at Our option, will either:

1. Replace the Insured Product with a new, refurbished, or recertified device that is of like kind and quality to the Insured Product. 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 Policyholder 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; or
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 coverage, We will charge the credit card for the authorized amount.

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

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

You may be responsible for transporting Your claimed 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 as well as an Insured Product'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 Insured Product or the original Insured Product purchase price, less any applicable deductible, that applies to each device repair or replacement (Maximum Coverage Per Claim).

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under P360 is five (5) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repairs or replacements will be provided for the remainder of this period.

### **TERRITORY**

The service options and deductibles listed herein for Insured Product repairs or 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 Insured Product 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 complying with all applicable import and export laws and regulations.

### **DEDUCTIBLES**

You will be assessed a non-refundable deductible each time a repair or replacement is complete.

**Deductible Schedule:**

	Tier 1	Tier 2	Tier 3
Service Fee	\$10 plus applicable tax	\$49 plus applicable tax	\$99 plus applicable tax
	Tier 4	Tier 5	Tier 6
	\$149 plus applicable tax	\$249 plus applicable tax	\$499 plus applicable tax

**SUBROGATION**

If We become liable for payment under this Certificate, You will:

1. Assign to Us Your rights of recovery against any:
  - a. person; or
  - b. organization;
2. Give Us whatever assistance that:
  - a. is in Your power; and
  - b. We require to secure such rights; and
3. Do nothing after the Loss to prejudice Our rights.

**ASSIGNMENT**

This Certificate may not be assigned to another person or entity without Our written consent. We will have no liability under this Certificate in the case of assignment without such written consent.

**LEGAL ACTION AGAINST US**

No legal action may be brought against Us unless:

1. There has been full compliance with all of the terms and conditions of this Certificate; and
2. The action is brought within two (2) years after You have knowledge of the Loss.

**CANCELLATION**

You may cancel coverage under this Certificate at any time for any reason by contacting the Policyholder or Us at **1-800-937-8997 or visiting my.T-Mobile.com**. We will refund to the Policyholder any unearned Premium paid on a pro-rata basis as of the cancellation date.

We or the Policyholder may cancel the Master Policy under which this Certificate originates by delivering notice to You at least thirty (30) days before the coverage cancellation date.

We may cancel the coverage under this Certificate due to the following circumstances:

1. Cancel immediately for nonpayment of Premium by the Policyholder; if You no longer maintain active service with the Policyholder, are no longer a

member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefit available, We will send You notice within thirty (30) days from when You exhaust Your claim limits.

2. Cancel with thirty (30) days notice for discovery of fraud or material misrepresentation by You or any authorized user in obtaining coverage or in the presentation of a claim under this Certificate.

Notice of Cancellation, when required, will be by mail or delivered through electronic communication at Your last known mailing or electronic address on file with Us and will advise You of the reason for coverage cancellation and the cancellation effective date. Proof of mailing or electronic communication will be sufficient proof of notice.

Any unearned Premium paid by the Policyholder at time of cancellation will be calculated pro-rata and refunded to the Policyholder.

**CHANGES AND RENEWALS**

This Certificate originally issued to You will remain in effect while Your coverage is in force.

Should We change the terms of the Certificate, We may do so by providing You and the Policyholder with at least thirty (30) days notice. This notice will include a revised Certificate, endorsement, brochure, or other evidence indicating a change in the terms and conditions as well as a summary of any material changes. You may cancel coverage at any time. If the Policyholder pays the coverage Price after this notification, the change(s) to the terms will apply.

For those with either a month-to-month or other renewable term option, We have the right to non-renew coverage under this Certificate with thirty (30) days advance written notice to You.

For all other coverage terms, prior to the coverage end date, We at Our option, may choose to offer You a renewal of coverage under this Certificate. However, We are not obligated to do so. We also are not obligated to accept a coverage renewal tendered by You.

**TRANSFER**

Coverage under this Certificate is not transferable to another individual or entity.

**OTHER CONDITIONS**

1. If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to P360 Device Protection to Your electronic address. You may opt out of electronic communication at any time.
2. We may choose to offer promotions from time-to-time under this Certificate 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 any State Endorsement of this Certificate 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.

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## JUMP TERMS AND CONDITIONS

**THE JUMP PROGRAM IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. T-MOBILE USA, INC., WITH OFFICES AT 12920 SE 38<sup>th</sup> ST, BELLEVUE, WA. 98006 ("TMUS"), 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 or United States Virgin Islands ("USVI") 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 device will be remitted 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 TMUS 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 TMUS is under no obligation to return the Eligible Device to You; and
  - agree to provide TMUS 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 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 TMUS'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 TMUS 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 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 and USVI 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 TMUS 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. TMUS 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 and USVI customers), You must ship Your Eligible Device to TMUS per the directions provided to You. Your Eligible Device must be properly shipped to avoid damage during transit; TMUS may make adjustments to the trade-in value based upon evaluation of quality and condition upon receipt. Subject to the terms in this Agreement, TMUS 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 TMUS. 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 TMUS for trade-in under the JUMP Program, but TMUS 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 TMUS and the IMEI does not match the one identified on Your EIP Agreement, it is not an Eligible Device, shipping it to TMUS 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 TMUS constitutes Your agreement to T-Mobile's Trade-In Program ("Trade-In") Terms and Conditions. Please see the Trade-In Terms and Conditions at <https://www.t-mobile.com/support/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 under the JUMP program.

**X. Transferability and Availability.** This Agreement is non-transferable. The JUMP Program is available only in the United States, Puerto Rico and the USVI, 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. 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 TMUS 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.

TMUS 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. TMUS 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 TMUS 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 TMUS 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 TMUS's or T-Mobile's liability shall be no more than One Hundred Dollars (\$100.00).

**XIII. Indemnity.** You agree to indemnify and hold TMUS 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.

**XIV. Dispute Resolution and Arbitration.** YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third-party vendors) whenever you also assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

**XV.** For Puerto Rico customers, references to "small claims court" should be understood to mean the Puerto Rico Telecommunications Bureau ("TRB") for matters within the jurisdiction of said agency. See OTHER TERMS REGARDING DISPUTE RESOLUTION for details on the billing dispute process in Puerto Rico.

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline"). You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or online at [www.T-Mobiledisputeresolution.com](http://www.T-Mobiledisputeresolution.com). Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court.

For any and all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the "How Do We Notify Each Other" Section below. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time.

If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings. To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent (see the "How Do We Notify Each Other" section below) and to the American Arbitration Association ("AAA"). The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with our agreement in these T&Cs, in which case these T&Cs will govern. The AAA rules are available at [www.adr.org](http://www.adr.org). If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot

be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration, and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek attorneys' fees in arbitration even if permitted under applicable law.

**XVI. 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.

**XVII. 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.

SAMPLE