

JUMP TERMS AND CONDITIONS

THE JUMP PROGRAM IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. C-WORK SOLUTIONS LP, WITH OFFICES AT 625 WILLOW SPRINGS LANE, YORK, PA 17406 ("CWORK"), IS ENTERING INTO A BINDING AGREEMENT WITH "YOU", THE PARTICIPATING SUBSCRIBER. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS FOR PARTICIPATING IN JUMP. IF YOU PARTICIPATE IN THE JUMP PROGRAM, YOU AGREE TO THE TERMS AND CONDITIONS OUTLINED BELOW (THE "AGREEMENT").

- I. Program Description (Generally).** The JUMP program is a premium upgrade program for T-Mobile USA, Inc. (T-Mobile Puerto Rico LLC if you are a Puerto Rico customer) (collectively "T-Mobile") customers who (i) have purchased a T-Mobile 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, CWork will remit, to T-Mobile or its assignee Creditor, subject to this Agreement, an amount equal to the current outstanding balance due on the EIP Agreement associated with the Eligible Device ("JUMP Program").
- 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 CWork is under no obligation to return the Eligible Device to You; and
 - agree to provide CWork 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 The Premium Handset Protection Terms and Conditions and Wireless Equipment Insurance Program Certificate (Equipment Protection Program if you are a Puerto Rico customer) (collectively "PHP 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 an eligible wireless service plan, have purchased an Eligible Device from T-Mobile under an EIP Agreement, be enrolled in the JUMP Program no later than fourteen (14) days from purchase date of the Eligible Device or at such other times as may be identified, and regularly pay Your monthly JUMP Program charge when due. You must also be current and in good standing with Your (i) PHP Terms; and (ii) T-Mobile Agreements.
 - Device Eligibility.** The Eligible Device must (i) match the IMEI identified on the EIP Agreement, or at CWork's discretion any replacements provided by T-Mobile, the manufacturer, or by the administrator in accordance with the PHP 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 CWork in its reasonable discretion ("Eligible Device"). You must also have paid at least 50% of Your Device cost for the Eligible Device.
- V. Program Term.** The JUMP Program is a month-to-month program and Your right to receive benefits afforded under JUMP is contingent upon Your continued Program Eligibility. Your participation in the JUMP Program is continuous until cancelled pursuant to Section XI.
- VI. Requesting Program Benefits.** You may request Your JUMP benefits in a manner that T-Mobile makes available to you, which may change from time to time. These may include: a) going to a participating T-Mobile location; b) calling T-Mobile Care at 1-800-937-8997 (1-888-440-4846 for Puerto Rico customers) and telling the representative You wish to upgrade under the JUMP Program; or c) upgrading via the T-Mobile website at www.t-mobile.com. Web upgrades are not available for Puerto Rico customers. You must then trade-in Your Eligible Device via one of the available channels pursuant to the process below.
- VII. Trade-In and Evaluation Process.** To trade in Your Eligible Device under the JUMP Program, You must surrender the Eligible Device and its battery to CWork via one of the available channels, which may include In-Store, Self-Ship or other 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. CWork 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 PHP Terms. If the claim is approved and You have paid the applicable deductible amount, You may use the new Eligible Device as Your trade-in Device for Your JUMP benefit. The replacement Device's IMEI will be updated on Your EIP Agreement. If You file a claim that is approved and completed under PHP and begin the T-Mobile Upgrade process using Your replacement Eligible Device under the JUMP Program, the claim will count towards the PHP program's benefit limits.
- Self-Ship:** If You conduct Your T-Mobile Upgrade at a participating T-Mobile Store and decide either to turn in Your Eligible Device at a later time, or process Your trade-in over the phone, or process Your trade-in online (the online trade-in option is not available for Puerto Rico customers), You must ship Your Eligible Device to CWork per the directions provided to You. Your Eligible Device must be properly shipped to avoid damage during transit; CWork may make adjustments to the trade-in value based upon evaluation of quality and condition on receipt. Subject to the terms in this Agreement, CWork 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 CWork. 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 CWork for trade-in under the JUMP Program, but CWork finds that it is not in Good Working Order, the Device will not be considered an Eligible Device. We will contact You and assist You with filing a claim for a replacement Device under the PHP Terms. If the claim is approved and You have paid the applicable deductible, You may use the replacement Device to trade in for Your JUMP benefit. **IF YOU CHOOSE NOT TO FILE A CLAIM, THE DEVICE WILL NOT BE RETURNED TO YOU.**
- If You ship a Device to CWork and the IMEI does not match the one identified on Your EIP Agreement, it is not an Eligible Device, shipping it to CWork will not entitle You to any JUMP Program benefits, and **THE DEVICE WILL NOT BE RETURNED TO YOU.** Your shipment of such Device to CWork constitutes Your agreement to T-Mobile's Device Recovery Program ("DRP") Terms and Conditions. Please see the DRP Terms and Conditions at www.t-mobile.com for details.
- VIII. Benefit Limit for New York Residents.** If Your PHP coverage 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 PHP Terms for details. You may re-enroll in JUMP when You become eligible again as set out in Section IV.
- IX. Your Obligation to Protect Your Private and Personal Information.** It is Your sole responsibility to protect or secure any information on Your Device. You are responsible for removing data and personal information, which includes, but is not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. Consult Your Users Guide to learn how to erase or remove such information. You may keep Your removable memory card. You are also obligated to reset Your Device to factory settings and disable any passwords or locking features such as Find My iPhone. If you fail to do so, it will not be eligible for trade-in.
- X. Transferability and Availability.** This Agreement is non-transferable. The JUMP Program is available only in the United States and Puerto Rico, excluding Guam.

- XI. Cancellation.** You may cancel the JUMP Program at any time for any reason by mailing a request for cancellation or calling 1-800-937-8997 (1-888-440-4846 for Puerto Rico customers). If You cancel Your wireless service with T-Mobile for any reason, including nonpayment or if T-Mobile cancels Your wireless service, this constitutes cancellation of Your participation in the JUMP Program.

If You or CWork cancel Your enrollment in the JUMP Program for any reason, You are no longer eligible for JUMP Program benefits or coverage under Premium Handset Protection (Equipment Protection Program in Puerto Rico) for the Eligible Device and may not re-enroll the same Eligible Device at a later date. See Your PHP Terms for details about Your Premium Handset Protection (Equipment Protection Program in Puerto Rico).

CWork 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. CWork reserves the right to modify this Agreement or to cancel Your participation in the JUMP Program at any time, at Our sole discretion. If We materially change the JUMP Program or a term in this Agreement in a manner that is materially adverse to You, We will provide You with at least 30 days' written notice of the effective date of the change. In the event the JUMP Program is cancelled (other than for cause) and You are currently eligible, You may receive one benefit under the JUMP Program prior to the effective date of the cancellation. No refunds will be provided. Cancellation will be effective even if You do not use the JUMP benefit.

- XII. Waiver of Liability.** IN NO EVENT SHALL CWORK 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 CWork 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 CWork's or T-Mobile's liability shall be no more than One Hundred Dollars (\$100.00).

- XIII. Independent Contractor.** This Agreement and the JUMP Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between CWork and T-Mobile. CWork operates under these terms and conditions as an independent contractor and not as an agent for T-Mobile.

- XIV. Indemnity.** You agree to indemnify and hold CWork and T-Mobile and their respective parent, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to, or arising out of Your breach of this Agreement, Your acts or omissions, or Your violation of any law or the rights of any third party.

- XV. Dispute Resolution.** You understand that T-Mobile is not a party to this Agreement, and that any disputes You may have with T-Mobile are governed by Your agreement(s) with T-Mobile including without limitation the Dispute Resolution and Arbitration provision set forth in Section 2 of Your standard terms and conditions with T-Mobile.

- XVI. Arbitration Provision. READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.** As used in this Provision, "You" and "Your" mean the person or persons named in this Program, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Program provider identified above and shall be deemed to include all of its agents. Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud [whether by misrepresentation or by omission] or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with: (1) this Program or any prior Program, and the purchase thereof; and/or (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Program ("Claim"), shall be resolved by binding arbitration before a single arbitrator (except as to Puerto Rico customers). All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at

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

Puerto Rico customers: We will provide you with a determination regarding any dispute that is presented to us in our store, in writing, or by phone at 1-877-281-9767 within fifteen (15) days after we receive it. You will have twenty (20) days from the mailing date of the notification to request reconsideration of our determination's result. You may appeal our resolution's determination to the Telecommunications Regulatory Board ("Telecommunications Board") by filing a petition for review up to thirty (30) days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten, and must be signed by you. You must send us a copy of your document to the following address: CWork, 625 Willow Springs Lane, York, PA 17406, Attn.: Customer Service Manager and to T-Mobile Puerto Rico LLC, 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn.: Customer Care Manager. You must send your petition for review to the Telecommunications Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996, and Regulation 8065 promulgated by the Telecommunications Board regarding the procedures for customer's dispute resolution and suspension of Services. You are also advised of Regulation 7848 promulgated by the Telecommunications Board regarding general practices and procedures before such agency.

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

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