

PROVIDER:**Assurant Services of Puerto Rico, Inc.**

P.O. Box 195167 San Juan, PR 00919-5167

Wireless Devices Service Agreement**SCHEDULE PAGE****PROTECTION 360**

Service Contract Holder's Name and Address:

Retailer's Name and Address:

Service Contract Number:

Thank You for Your Purchase**THIS IS NOT A BILL!**

COVERED PRODUCT MAKE/MODEL		MODEL NUMBER	TYPE OF COVERAGE	CONTRACT START DATE	CONTRACT EXPIRATION DATE, IF ANNUAL COVERAGE	
Refer to the T-Mobile Service Agreement for the make and model of your covered device. Includes eligible screen protector.			Monthly			
LOCATION WHERE SERVICE WILL BE PERFORMED		PRODUCT PURCHASE PRICE	SERIAL NUMBER	CONTRACT TERM	PRODUCT PURCHASE DATE	
☐ Mail ☐ Authorized Repair Center						
SERVICE CONTRACT PRICE	UNRECOVERED EQUIPMENT FEE	MAXIMUM NUMBER OF CLAIMS (Within a twelve (12) months period beginning on the date of loss of the first replacement or repair under the program)		DEDUCTIBLE		
Tier 1: \$7.00 Tier 2: \$9.00 Tier 3: \$13.00 Tier 4: \$16.00 Tier 5 & BYOD: \$19.00 Tier 6: \$26.00 Refer to the Fee Schedule and Deductible page to look up your device tier.	Not greater than the value of the replacement device.	Accidental Damage	Unlimited	Accidental Damage	Screen Repair	Mechanical Breakdown
		Screen Repair	Unlimited	Tier 1: \$10.00 Tier 2: \$49.00 Tier 3: \$89.00 Tier 4: \$89.00	Tier 1: \$0 Tier 2: \$0 Tier 3: \$0 Tier 4: \$0	Tier 1: \$0 Tier 2: \$0 Tier 3: \$0 Tier 4: \$0
		Mechanical Breakdown	Unlimited	Tier 5 & BYOD: \$89.00 Tier 6: \$179.00	Tier 5 & BYOD: \$0 Tier 6: \$0	Tier 5 & BYOD: \$0 Tier 6: \$0

THIS SERVICE CONTRACT PROVIDES SERVICES DURING THE MANUFACTURER'S WARRANTY TERM, IT DOES NOT REPLACE IT (MANUFACTURER'S WARRANTY), ALTHOUGH IT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS NOT PROVIDED BY THE MANUFACTURER'S WARRANTY DURING ITS TERM.

This Service Contract is issued in accordance with the terms and conditions of the service request submitted by You. In consideration of the services contract performed or available hereunder, You agree to pay the amounts prescribed in Your order and specified above. You must notify in writing to the above referenced address if your address changes.

For service under this contract, contact the phone number listed below:

1-877-281-9767

THIS SERVICE CONTRACT IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE ENCLOSED TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY.

Wireless Devices Service Agreement TERMS AND CONDITIONS

DEFINITIONS:

Mechanical Breakdown means that, during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure, We will arrange to service the Product with the necessary parts and/or labor as outlined in this Service Contract.

Accidental Damage means an unexpected and unintentional external event that results in repairable or unrepairable physical damage to the Product, including spilled liquids. The damage shall not be foreseeable and shall be beyond Your control or the control of anyone You entrusted with the Product.

Product(s) means the wireless communication devices that You have chosen for coverage under this Service Contract. In addition, at Our discretion, coverage may extend to any replacement property provided by the product Seller, the manufacturer, or by Us.

Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Contract. This entity is **Assurant Services of Puerto Rico, Inc. (ASPRI)**, P.O. Box 195167, San Juan, PR. 00919-5167.

“You” and “Your” indicates the holder and purchaser of this Service Contract, as shown on the Schedule Page.

Seller / Retailer is the entity that made available this Service Contract, as listed on Your Schedule Page.

TERM: Protection starts on the Contract Start Date, as shown on the Schedule Page. This is a monthly automatic renewal Service Contract; the term of this contract is renewed by Your payment of the monthly charge. Coverage under this Service Contract will take effect and will continue effective for Your Product(s) while you make the payment of the Service Contract Price on or before the date the payment is due. If the monthly charge is not paid, coverage will terminate.

WHAT IS COVERED: Service performed hereunder shall consist of labor and parts necessary to repair or replace the Product to normal operating condition, up to the maximum number of claims established in the Schedule Page within a twelve (12) month period beginning on the date of loss of the first repair or replacement under the program.

In exchange for the price paid, this contract covers the following benefits, as determined by Your Schedule Page:

- (1) **Mechanical Breakdown and Accidental Damage:** If during the Service Contract term, You submit a valid claim on a Product to notify Us of a Mechanical Breakdown or Accidental Damage, We will arrange to repair or replace the claimed Product. Depending on the protection program You have purchased, and as stated on your Schedule Page, the **Screen Repair** benefit may be included under Your Accidental Damage coverage.

In addition, during the Service Contract term, We can provide you with remotely delivered **Technical Support**, in accordance with the protection program You have purchased and as appropriate for Your Product.

SERVICE OPTIONS: We will setup service with an authorized technician determined by Us, based on Your location and the protection program You have purchased. At our discretion, We will proceed according to one of the following service options:

- (1) **REPAIR OPTION:** If the damage or failure presented by Your Product is repairable, We will take care of repairing the Product with the parts and/or labor necessary to restore its normal operating condition.
- (2) **REPLACEMENT OPTION:** At Our option, We may replace Your covered Product with a new or refurbished product of like kind and quality if We are unable to repair Your Product, or where the cost for repair may



exceed the current retail replacement value of Your covered Product. The price of the replacement product shall not exceed the retail purchase price of the original covered Product. The new product replacement will automatically be considered as covered property under this Contract, except where You opt to cancel Your Contract, in such case We will proceed as stated in the Cancellation section of this document. If We replace Your covered Product, the original product will become Our property.

PARTS NON-AVAILABILITY: If replacement parts needed for repair cannot be attained within a period of thirty (30) days, We will proceed as stated in the “REPLACEMENT OPTION” section of this contract. In neither event shall the Retailer and/or Provider be liable for any damages as a result of the unavailability of replacement parts.

IF YOU NEED SERVICE: To locate an Authorized Repair Center or arrange for service, call the toll-free number on the Schedule Page. Claims under the Mechanical Breakdown coverage may require a visual inspection of the Product and Your identity as the Service Contract holder will be confirmed by means of a valid identification or equivalent documentation. We will select an Authorized Repair Center which will contact You to arrange Your service. You should contact Us if the completion of Your repair is not satisfactory.

TYPES OF SERVICE AND SERVICE LOCATION: Service can be provided in an Authorized Repair Center, at Vendor’s location or by mail.

In the event service is provided by an Authorized Service Center (“Carry-In”), as indicated in the Schedule Page, repairs will be performed at an Authorized Repair Center or in the Vendor’s location. You are responsible for the delivery of Your Product to the repair center for performance of the repairs and for pickup of the Product following completion of the service work.

In the event service is by mail, the repair or replacement will be provided by standard mail. We will ship You a postage paid shipping labeled box with the instructions for You to return the Product to an Authorized Repair Center, at no cost to You.

AVAILABILITY OF SERVICE: Service will be available Monday through Saturday 9:00am - 9:00pm, local time.

DELAYS: We shall not be liable for any damages arising out of delays; and in no event shall We be liable for consequential damages. In the event Your repair requires more than thirty (30) days to complete, the expiration date of Your Service Contract will be extended until the repair is completed, except when parts needed for repair cannot be attained, in which case We will proceed as stated in sections “PARTS NON-AVAILABILITY” and “REPLACEMENT OPTION”.

PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor’s inventory of new or rebuilt parts and components.

MANUFACTURER’S WARRANTY: During the manufacturer’s warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer’s warranty. If You should call for service on an item covered under the manufacturer’s warranty, We will refer Your call to the manufacturer.

WHAT IS NOT COVERED: (1) Parts, units, components, batteries, or subassemblies of the product that are covered by the manufacturer’s, dealer’s, or repairer’s warranty; (2) merchandise that does not have a limited warranty; (3) any accessory, other than accessories included at no extra cost in Your wireless equipment purchase package, unless such accessory is listed on the Schedule Page; (4) any antenna connected to or used with the covered product; (5) property held in inventory or property held as Your stock in trade; (6) used products or products that do not have a manufacturer’s warranty; or (7) injuries to a person or damages to property caused by any covered or non-covered part.

SERVICES NOT COVERED: This Service Contract does not cover service, maintenance, repair, or replacement necessitated by any loss or damage occurring prior to the issuance of this service contract and resulting from (1) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, neglect; (2) unauthorized repair by others; (3) lack of manufacturer’s recommended maintenance; (4) any commercial use; (5) inherent design defect in



the product; (6) rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft or burglary, negligence, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, any intentional acts caused by You, power reductions or fluctuations, lightning, flood, malicious mischief, civil commotion, arson or explosion. IN NO EVENT SHALL THIS SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. This service contract does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product from the manufacturer. This service contract does not cover repair or replacement caused by defects that existed prior to this contract purchase.

WHAT YOU MUST DO: Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered Product is Your responsibility.

CANCELLATION:

- a) You may cancel this contract at any time for any reason by mailing a request for cancellation and the original copy of this contract or calling us to 1-888-440-4846 (Monday through Friday 9:00am - 6:00pm).
- b) If You cancel within ten (10) days of delivery or twenty (20) days from the date of mailing of this Service Contract, and You have paid in full the contract purchase price, and have not made a claim under the contract, You will receive a refund in the amount of one hundred percent (100%) of the contract purchase price.

In case You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under this contract, We will refund the unearned amount of the charge. A 10% penalty per month shall be added to a refund, added to the total purchase price, if We do not pay the refund within thirty (30) days after We receive from You the request for cancellation and the original copy of the Service Contract.

- c) We may cancel immediately for (1) nonpayment; (2) material misrepresentation; or (3) fraud. If We cancel, We shall mail written notice to Your last known mailing address, at least fifteen (15) days prior to the effective date of cancellation and You shall be refunded as described in item b. of this section.
- d) If this contract was inadvertently sold to You on a product which was not intended to be covered by this contract, We will have the right to cancel during the enrollment period and if during this same period You have not made a claim under the contract, We will return the full purchase price of the contract to You. If a claim has been made, We will proceed as described in item b. of this section.

DEDUCTIBLE: If Your Service Contract has a deductible, it will be specified in the Schedule Page and You are responsible for payment of that deductible each time a repair or replacement is completed. Payment is due to Us.

UNRECOVERED EQUIPMENT FEE: This unrecovered equipment fee applies when You don't return the original Product to Us within ten (10) calendar days from the date We ship the replacement product to You. This fee is non-refundable. The fee is included on the Schedule Page.

REPEAT SERVICE: If Your Product requires service more than once within a sixty (60) day period, it must be completed by the same Authorized Repair Center.

TRANSFER: This Service Contract is not transferable.

SPECIAL PROVISION: Obligations of Assurant Services of Puerto Rico, Inc. under this Service Contract are guaranteed under a Reimbursement Insurance Policy. If Assurant Services of Puerto Rico, Inc. fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company, Caribbean American Property Insurance Company, at the following address: Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918, or call the Toll Free number at 1-800-981-8888.

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR DECLARATIONS PAGE

Effective Date: From _____ To _____
12:01 a.m. Standard time at the address shown above Automatically renewed, until otherwise cancelled

Term: Monthly Continuous Renewal Applies ☒

The following endorsement apply to your certificate: _____

Certificate Number: CB8232CKK-0710

Group Policy Number: 0P80

Certificateholder Name and Address:

Group Policyholder Name and Address:

T-Mobile Puerto Rico, LLC
B7 Tabonuco Street Suite 700
Guaynabo, PR 00968

Covered Group Description:

We agree to provide coverage for direct, sudden and accidental physical loss to the Property described:

1. in the Property Schedule of this Certificate subject to the terms and conditions set forth in:
 - a. this Certificate; and
 - b. the applicable Coverage Section endorsed to this Certificate;
2. for which the required premium has been paid; and
3. provided the Certificateholder is a member of the Covered Group.

PROPERTY SCHEDULE

Description of Property	Maximum Replacement Value	Rate	Deductible
N/A	\$2,500	N/A	Tier 1: \$10.00 Tier 2: \$49.00 Tier 3: \$99.00 Tier 4: \$149.00 Tier 5 & BYOD: \$224.00 Tier 6: \$449.00 Refer to the Fee Schedule and Deductible page to look up your device tier.

COMMERCIAL USE ☐ If this box is checked, Item 2, under **Property Not Covered**, in the applicable endorsed Coverage Section does not apply.

The maximum number of replacements is 5 per 12 month period, starting from the date of loss of the first replacement made under the program.

Company Representative
Or Countersignature lee. nl.

Date: _____

CB8231DKK-0710

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR CERTIFICATE OF INSURANCE

GENERAL PROVISIONS

We agree to provide coverage subject to the terms and conditions set forth in this Certificate, the Declarations Page and the applicable coverage section attached to this certificate.

DEFINITIONS

Group Policyholder means the organization named in the certificate declarations and who holds the group policy.

We, us and our means Caribbean American Property Insurance Company.

Certificateholder means the person or entity whose property is covered by this certificate and named in the certificate declarations.

Insured Property means any of the following items covered by this certificate:

- a. any wireless communication's device which is either scheduled or endorsed onto this certificate; and
- b. the accessories included at no extra cost in the wireless communication's device purchase package.

Loss means an accident, including continuous or repeated exposure to substantially the same general harmful conditions to the **insured property**, while this certificate is in force.

GENERAL CONDITIONS

Certificate Period/Territory: Coverage applies only to the **losses** which occur during the period indicated in the Declarations Page.

The property will be covered anywhere in the world; however, repairs and replacements will only be made in and losses will only be adjusted in:

1. the United States, its:
 - a. territories; or
 - b. possessions; and
2. Puerto Rico.

Duties After Loss: In the event of **loss** or damage, which may become a claim under an individual certificate, the **certificateholder** is required to:

1. promptly notify:
 - a. **us**; or
 - b. **our** duly authorized representative.
2. send to **us**, within sixty (60) days after **our** request, or as soon as practical, the **certificateholder's** signed, sworn proof of **loss**

which sets forth, to the best of the **certificateholder's** knowledge and belief:

- a. the date, time and cause of **loss**,
 - b. the **certificateholder's** interest and the interest of all others in the property and all liens on the property;
 - c. specifications of the damages to the property.
3. protect the **insured property** from further damage;
 4. prepare an inventory of damaged property, showing the quantity, description and amount of **loss**. Attach all bills, receipts and related documents that justify the figures in the inventory;
 5. exhibit the damaged **insured property** as often as **we** reasonably require;
 6. submit to an Examination Under Oath; and
 7. cooperate with **us** in the investigation or settlement of the claim.

In the event of **loss** or damage due to theft, burglary, vandalism or malicious mischief, a report of such **loss** must be made:

1. to the applicable police authority with jurisdiction; and
2. as soon as reasonably possible.

Failure to report **loss** or damage or file proof of **loss** as stated above may invalidate a claim under this certificate.

Reinstatement of Limit After Loss: The Maximum Replacement Value will not be reduced by the settlement of any claim.

Deductible: In the event of a covered **loss**, **we** will not repair or replace the covered equipment unless **our** cost will exceed the deductible shown on the Declarations Page.

Loss Settlement: If the **insured property** suffers a covered **loss**, **we** will at **our** option, repair or replace, within forty (45) days of receipt of proof of loss. If **we** elect to replace the **insured property**, **we** will replace with new or, at **our** option, refurbished property of like kind and quality.

Settlement of **loss** will be made after the covered **loss** is determined under this certificate, and within thirty (30) days after:

- a. **we** reach agreement with the **certificateholder**;
- or
- b. entry of a final judgment.

If **we** elect to replace the equipment, the **certificateholder** is obligated to surrender upon **our** request the original replaced equipment.

We will not in any case settle for more than the maximum number of replacements established in the Declaration's Page, or the applicable Maximum Replacement Value less the deductible.

Abandonment: There will be no abandonment to **us** of any property.

Salvage: If **we** settle a claim on the **insured property** and the **certificateholder** and/or **we** recover property:

1. the benefit of recovery will be **ours** up to the total value of **our** settlement; and
2. **we** will retain all salvage value of the recovered property until **we** have been fully reimbursed for **our** settlement.

Subrogation: If **we** become liable for payment under this certificate, the **insured** will:

1. assign to **us**, **his** rights of recovery against any:
 - a. person; or
 - b. organization;
2. give **us** whatever assistance that:
 - a. is in **his** power; and
 - b. **we** require to secure such rights; and
3. do nothing after the **loss** to prejudice **our** rights.

Waiver or Change of Certificate Provisions: A waiver or change of a provision of this certificate will be sent by mail by **us** to the **policyholder** and to the **certificateholders** at least sixty (60) days prior to the date the waiver or change take effect. The written notice will be accompanied by a copy of the new certificate or brochure with insurance terms and conditions.

Assignment: This certificate may not be assigned to another person without **our** written consent. **We** will have no liability under this certificate in the case of assignment without such written consent.

Other Insurance: The maximum number of replacements specified in the Declaration's Page of this Policy and certificates will be reduced by each event the insured property is replaced under any other wireless protection program, regardless such program is considered insurance or not.

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 started within one (1) year of the date of **loss**.

Cancellation of Certificates: **We** reserve the right to cancel the certificate:

1. If the **certificateholder** cancels the coverage within the first thirty (30) days of coverage effective date. The **certificateholder** should mail **us**, or any of **our** authorized agents, written notice when the cancellation shall be effective. The unearned premium will be refunded, except where a claim has been made.
2. For non-payment of premium. **We** will mail written notice to the **policyholder** and **certificateholder**, fifteen (15) days prior the effective date of cancellation.

3. Upon termination of the group master policy by **Us** or the **policyholder**. **We** will send notice of cancellation at least sixty (60) days prior to the effective date of cancellation. If the **policyholder** cancels the policy, notice of cancellation will be mailed at least thirty (30) prior to the effective date of cancellation.
4. On the date the maximum number of replacements stated in the Declarations Page have been reached. **We** will mail written notice to the **policyholder** and **certificateholder** within first (15) fifteen days the maximum number of replacement was reached. Cancellation will not take place until said notice has been mailed. Proof of mailing shall be sufficient proof of notice. At the **certificateholder's** request, coverage may be reinstated twelve (12) months after the date the maximum number of replacements was reached, subject to the conditions and provisions of this certificate.

Proof of mailing shall be sufficient proof of notice. When this certificate is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded.

Termination: Certificates will terminate automatically on the date the **certificateholder** is no longer a member of the covered group.

Refunding: Any unearned premium will be calculated pro rata and refunded to the Group Policyholder.

Term/Continuous Renewal: The term of the certificate is monthly and will be automatically renewed every thirty (30) days subject to the **group policyholder's** premium payment.

The certificate documents originally issued will remain in effect until revised documents are issued to the **certificateholder** or until the cancellation of the group policy.

Concealment or Misrepresentation: Coverage will be cancelled if, whether before or after a **loss**, the **certificateholder** has:

1. concealed or misrepresented any material fact or circumstance concerning this insurance; or
2. made false statements or engaged in fraudulent conduct relating to this insurance.

Written notice will be mailed to the **policyholder** and the **certificateholder** fifteen (15) days, prior the effective date of cancellation.

No Benefit to Bailee: No person or organization, other than the **certificateholder**, having custody of the property will benefit from this insurance.

Replaced Property: The new replacement property is automatically covered as **insured property** of the **certificateholder** for the remainder of the certificate period.

Physical Environment: The **certificateholder** agrees to take due care to maintain a physical environment (levels of temperature, humidity, dust) in keeping with the recommendations of the manufacturer of the property.

Liberalization: If **we** adopt any revision which would broaden the coverage under this certificate without additional premium within sixty (60) days prior to or during the coverage period, the broadened coverage will immediately apply to this certificate.

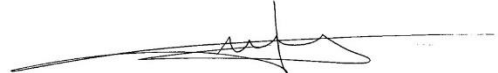
Conformity to Statute: This certificate is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

In Witness Whereof, **We** have caused this Certificate to be executed and attested, but this Certificate will not be valid unless countersigned, if required, by **Our** duly authorized agent.



Jeannie Aragón
ASSISTANT SECRETARY



Federico Grosso
PRESIDENT

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR LEVEL 3 ENDORSEMENT COVERAGE SECTION

Definitions:

Accidental Damage means an unexpected and unintentional external event that results in "physical" damage to the **insured property**. The damage shall not be foreseeable and shall be beyond the control of the insured.

Computer Virus means any code intended to contaminate or destroy data. It includes but is not limited to any of the following: self-replicating viruses, worms, Trojans and logic bombs. It does not mean defect or programming errors, such as the inability of a program to process any naturally occurring calendar date.

Mechanical and Electrical Breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Nuclear Hazard means any nuclear reaction or radiation of any radioactive contamination from any other cause.

Preexisting Condition means failures or defects which the **certificateholder** should have reasonably known to be present prior to the effective date of this certificate.

Property Covered: We will cover the **certificateholder's insured property** shown on the Declarations Page.

Covered Causes of Loss: We will provide coverage to the **certificateholder's insured property** against direct, sudden and accidental loss or damage caused by:

1. fire or lightning;
2. windstorm;
3. explosion or smoke;
4. riot or civil commotion;
5. aircraft and vehicles;
6. marine perils while on ferries and/or in cars or transfers in connection with land conveyances;
7. vandalism or malicious mischief,
8. theft;
9. burglary; or
10. mysterious disappearance.

Property Not Covered: We will not pay for loss to:

1. property held in inventory or held as stock in trade; and
2. property used for any commercial purposes.

3. any antenna connected to or used with the **insured property**.

Causes of Loss Not Covered:

- A. We will not pay for loss to **insured property** caused by or resulting from:
 1. depreciation or obsolescence;
 2. corrosion, rust or mold;
 3. **preexisting condition**, wear and tear, gradual deterioration;
 4. failure to follow manufacturer's maintenance recommendations;
 5. error or omission in design or system configuration, faulty construction or any original defect in the **insured property**;
 6. delay or loss of market, loss of income or interruption of business;
 7. intentional and/or dishonest acts by the **certificateholder**, or anyone else with an interest in the **insured property**, or the **certificateholder's** employees or authorized representatives or anyone entrusted with the **insured property**;
 8. voluntary parting with the **insured property** by the **certificateholder** or anyone else to whom the **certificateholder** has entrusted the item if induced to do so by any fraudulent scheme, trick, device or false pretense;
 9. war, including undeclared or civil war, insurrection, rebellion, revolution; warlike act of a military force, including action in hindering or defending against an actual or expected attack, by government, sovereign or other authority using military personnel or other agents;
 10. **nuclear hazard**;
 11. repair or service, including installment, of **insured property** caused by error in machine programming or instructions to the machine;
 12. illegal trade or confiscation by any governmental authority;
 13. a **computer virus**;
 14. **accidental damage**; or
 15. **mechanical and electrical breakdown**.
- B. Regardless of the cause of loss, we will not pay the following additional costs incurred as a result of any loss:
 1. extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration; or
 2. costs which are recoverable under any product warranty.



Federico Grosso
PRESIDENT

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 38th ST, BELLUVUE, 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. 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. 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. 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.