



Important information about your device protection

December 21, 2014
Device Mobile # 480-200-5269

AWSFF405ACAZ

Better upgrades. **Exceptional protection.**

JUMP![™] with Premium Handset Protection[®]

Upgrade when you want, not when you're told.

No waiting to upgrade or limit on how many times you can upgrade per year.

Welcome to JUMP![™]* – the upgrade program that includes device protection and mobile security to help your peace of mind. When you're ready to upgrade, simply trade-in your device and T-Mobile[®] will cover your remaining device payments up to 50 percent of the device cost.

Worry-free protection when you need it.

Your Premium Handset Protection^{®**} has you covered in case your device experiences any of the following:

- Accidental damage (including liquid damage)
- Mechanical or electrical breakdown
- Loss
- Theft

Designed to help secure your data and privacy.

Lookout Mobile Security[®] Premium^{***} helps protect your device and data with these great features:

- **Security** – Automatically helps protect against viruses, malware and spyware. Helps block harmful links and protect your privacy.
- **Backup** – Backs up unlimited photos, contacts and call history. Allows you to easily download your data to transfer it to a new device.
- **Find My Phone** – Helps you Locate, Lock and Wipe your device!
- **Theft Alerts** – Sends you email alerts when suspicious activity is detected that could mean your device has been stolen.

Available for both Android and iOS. If you need any assistance with these features, please email support@lookout.com.

Enjoy your device and leave the rest to us.

You can rest easy knowing that your device can be replaced quickly and easily once your claim is approved. **Please take a moment to review the enclosed details about your plan benefits.** You made a great choice, so enjoy your device because you're protected should you need it.

Keep your enclosed coverage forms and this welcome letter handy in case you need to file a claim.

* Qualifying service plan with financed device required. Pay 50 percent of your device cost to be eligible for upgrades. Trade-in of an eligible device required. Offer may not be available in all locations. Device pricing may vary based on approved credit. JUMP! upgrades from T-Mobile; trade-in benefits through CWork Solutions, LP. Program fees paid to CWork. No separate insurance fees, except in NY.

** Please remember to activate your coverage by sending or receiving a call, sending a text, or accessing data on the device (not using Wi-Fi). In all states except NY, you will be the Certificateholder on T-Mobile's Insurance Policy for Loss and Theft coverage benefits. T-Mobile pays for these benefits on your behalf. Program provided by the Assurant Solutions companies identified in the enclosed forms.

*** Available on select devices. Certain device requirements apply for features to function. May be disabled or uninstalled by other applications, software, devices or hacking and may not function properly. Lookout Mobile Security is a service provided by Lookout[®].



ASSURANT
Solutions[®]



The protection you need. The peace of mind you deserve.

For more information or to check the status of an existing claim, simply visit

myPHPinfo.com

Here are a few quick tips to make your claims process easy:

- Only the primary account holder may file a claim.
- You should file your claim within 90 days of the incident.[†]
- Have your information ready
 - Your device's mobile number
 - Device manufacturer, make and model
 - Electronic Serial Number (ESN) or IMEI
 - Credit card/debit card/eCheck to pay the deductible or processing fee
- Please note, in certain instances additional documentation may be required in order to process your claim.
- If your device is lost, stolen or accidentally damaged:
 - Simply visit **myPHPinfo.com** 24 hours a day, 7 days a week.
 - You may also call **1-866-866-6285** and a Customer Service Representative will work with you to process your claim.
 - Or visit any T-Mobile® store to see if you qualify for a JUMP!™ upgrade.
- If your device malfunctions due to mechanical or electrical breakdown:
 - Contact T-Mobile at **1-800-937-8997** and a Customer Service Representative will work with you to process your claim.
 - You may also visit any T-Mobile store.

[†] Maximum of two approved accidental damage, loss or theft claims within a 12-month period. Limit of \$1,500 per occurrence. A \$5 processing fee applies for each approved mechanical and electrical breakdown claim. Premium Handset Protection covers the device and certain accessories, when required. Damaged devices must be returned within 10 days of receiving replacement device; otherwise you will be charged an unrecovered equipment fee of up to \$900. Certain losses not covered; see coverage documents for details.



T-Mobile® deductible and fee schedule*

Monthly Charge: \$10 per device

Find your device and corresponding deductible below. If your device is not listed here, please visit myPHPinfo.com, or call 1-866-866-6285 to determine which deductible applies to your device.

Deductible:
\$20 per claim

for accidental damage, loss and theft

Unrecovered Equipment Fee:
up to \$200

ALCATEL ONETOUCH Evolve
ALCATEL ONETOUCH Evolve 2
Huawei Sonic 4G HotSpot

Nokia Lumia 530
Samsung T199
ZTE Concord V768

ZTE MF64
ZTE Zinger

Deductible:
\$50 per claim

for accidental damage, loss and theft

Unrecovered Equipment Fee:
up to \$300

ALCATEL ONETOUCH Fierce
ALCATEL ONETOUCH Fierce 2
ALCATEL ONETOUCH POP 7
Blackberry Curve 9315

Huawei Prism II
Huawei Summit
Nokia Lumia 521
Nokia Lumia 635

Samsung Galaxy Exhibit T599
Samsung LTE Mobile HotSpot PRO
T-Mobile 4G LTE HotSpot Z915
ZTE Concord II

Deductible:
\$100 per claim

for accidental damage, loss and theft

Unrecovered Equipment Fee:
up to \$500

Asus Google Nexus 7
Kyocera Hydro XTRM
LG MyTouch E739
LG Optimus F3 P659
LG Optimus F3Q

LG Optimus F6 D500
LG Optimus L90
Samsung Galaxy Avant
Samsung Galaxy Exhibit 4G T679
Samsung Galaxy Gear S

Samsung Galaxy LIGHT T399
Samsung Galaxy Tab 3
Sony Xperia T2
ZTE ZMAX

Deductible:
\$150 per claim

for accidental damage, loss and theft

Unrecovered Equipment Fee:
up to \$700

Apple iPad Air 16 GB
Apple iPad mini 16 GB
Apple iPad mini 3 16 GB
Apple iPad mini Retina 16 GB/32 GB
Apple iPhone 4
Apple iPhone 5c 8 GB/16 GB
HTC Sensation 4G

LG G2 D801
LG Google Nexus 4
LG Google Nexus 5
Nokia Lumia 925
Samsung Galaxy S 4G
Samsung Galaxy S2
Samsung Galaxy S3 LTE

Samsung Galaxy S Blaze 4G
Samsung Galaxy Tab
Samsung Galaxy Tab II 10.1
Samsung Galaxy Tab 4
Sony Xperia
Sony Xperia Z
Sony Xperia Z1S

Deductible:
\$175 per claim

for accidental damage, loss and theft

Unrecovered Equipment Fee:
up to \$900

Apple iPad Air 32 GB/64 GB/128 GB
Apple iPad Air 2
Apple iPad mini 3 64 GB/128 GB
Apple iPad mini Retina 64 GB/128 GB
Apple iPhone 5c 32 GB
Apple iPhone 5s
Apple iPhone 6

Apple iPhone 6 Plus
HTC One M7/M8/W8
LG G3
LG G Flex D959
Motorola Google Nexus 6
Samsung Galaxy Note II
Samsung Galaxy Note III

Samsung Galaxy Note 4
Samsung Galaxy Note 10.1
Samsung Galaxy Note Edge
Samsung Galaxy S4
Samsung Galaxy S5
Sony Xperia Z3

Processing Fee: \$5 per claim for mechanical and electrical breakdowns

* A \$20, \$50, \$100, \$150 or \$175 deductible will apply for approved accidental damage, loss or theft claims depending on the device. A \$5 processing fee applies for each approved mechanical and electrical breakdown claim.

T-Mobile is a registered trademark of Deutsche Telekom AG. All marks associated with the devices listed herein are the property of their respective owners.

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Solutions®
19207

T-MOBILE DEVICE PROTECTION DECLARATIONS PAGE

PRODUCT OWNER:

PRODUCT COVERED DESCRIPTION – MAKE/MODEL		COVERAGE START DATE 12:01 a.m. Standard time at the address shown above		COVERAGE END DATE 12:01 a.m. Standard time at the address shown above	
Refer to T-Mobile Service Agreement		DEC 15 2014		Monthly Renewable	
SERIAL NUMBER		PRODUCT PURCHASE DATE		MAXIMUM REPLACEMENT VALUE	
Refer to T-Mobile Service Agreement		Refer to T-Mobile Service Agreement		\$1500.00	
COVERAGE PURCHASED	PRICE	DEDUCTIBLE	SERVICE FEE	UNRECOVERED EQUIPMENT FEE	SHIPPING AND HANDLING FEE
T-Mobile Device Protection Plus with JUMP!	\$10.00	See T-Mobile deductible and fee schedule	\$5.00 See T-Mobile deductible and fee schedule	See T-Mobile deductible and fee schedule	N/A
<p>The maximum number of repairs or replacements is two (2) during a twelve (12) month period. No further replacements will be provided for the remainder of this period. There are no repairs or replacement limits for mechanical and electrical breakdown losses during the term of this Service Contract.</p>					
<p>For service contact: 1-866-866-6285 or visit Us at www.myPHPinfo.com</p>					

**THIS COVERAGE IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE
ENCLOSED DOCUMENTS. PLEASE READ THEM CAREFULLY.**

T-MOBILE DEVICE PROTECTION SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance.

This Service Contract is issued in conformance with these terms and conditions. The Service Contract includes the Declarations Page, Terms and Conditions, state specific Addendums and any other applicable Addendums. **This Service Contract must be made available for inspection when You require service.**

THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING AND BEYOND THE TERM OF THE MANUFACTURER'S WARRANTY.

You/Your means the owner of the Product covered under this Service Contract.

Service Contract Provider/We/Us/Our 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, P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 in all states except in California where the Service Contract Provider is Sureway, Inc. P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578; in Florida where the Service Contract Provider is **United Service Protection, Inc.**, 11222 Quail Roost Drive, Miami, FL 33157, 1-877-881-8578; in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc., P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578 and in New Jersey where the Service Contract Provider is the entity from which You purchased Your Product.

Service Contract Administrator means the entity responsible for the administration of this Service Contract. The Service Contract Administrator is The Signal, 676 E. Swedesford Road, Suite 300, Wayne, PA 19087 in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. 676 E. Swedesford Road, Suite 300, Wayne, PA 19087; and in Wisconsin where the Service Contract Administrator is Federal Warranty Service Corporation, 676 E. Swedesford Road, Suite 300, Wayne, PA 19087.

Service Contract Seller is T-Mobile, USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006, the entity that sold the Service Contract to You.

Product means Your covered T-Mobile, USA, Inc. communications device, including any standard accessories such as the device battery included with Your Product purchase at no extra cost and as listed on the Declarations Page, or at Our discretion, any replacements provided by T-Mobile, USA, Inc., manufacturer, or by Us, under this Service Contract.

Service Contract means this Service Contract, which You have purchased to cover the Product described on the Declarations Page.

Price means the consideration paid for by You for this Service Contract.

COVERAGE TERM:

If You purchased this Service Contract at the same time You purchased Your Product, this Service Contract will take effect immediately and will cover Your Product up to the coverage end date on the Declarations Page or until cancelled by either You or Us.

If You purchased this Service Contract on a date later than the purchase of Your Product, this Service Contract will take effect immediately after we inspect the condition of the device and will cover Your Product up to the coverage end date or until cancelled by either You or Us. Please see Your coverage start date and coverage term on the Declarations Page for Your coverage specifics.

WHAT IS COVERED:

T-MOBILE DEVICE PROTECTION - This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear. Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

T-MOBILE DEVICE PROTECTION PLUS - This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear including accidental damage (such as drops, liquid spills, and cracks). Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

IF YOU NEED SERVICE:

All claims must be reported as soon as reasonably possible. This Service Contract covers only those claims reported within ninety (90) days of the date of the Product's failure.

TELEPHONE HARDWARE AND SOFTWARE SUBSCRIBER ASSISTANCE: To arrange for service, call the toll free number or visit Us at the website indicated on the Declarations Page. A service representative will assist You by telephone and/or remote online support to diagnose any technical difficulties that may exist with Your Product's hardware or preloaded manufacturer's software. To the extent that Our telephone diagnosis confirms a covered hardware failure, We will process Your claim and arrange for any applicable service of Your Product. Our level of technical service does not support customized or proprietary software, applications not included by the manufacturer of your Product at no additional charge, or software errors that confirm improperly functioning or defective software. Additionally, this Service Contract does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

SERVICE LOCATION: Repairs will be performed at an authorized repair center determined by Us. Service will be available and rendered during the regular working hours and work week of the product repair centers. If Your Product requires an approved repair more than once within a sixty (60) day period, service must be completed by the original repair center.

REPLACEMENT OPTION: At Our option, following Our telephone diagnosis, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality if We are unable to repair Your Product or if the repair cost exceeds the current retail replacement value of Your Product. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product shall not exceed the maximum replacement value of the original Product less any applicable deductible. If We replace Your Product, We will ship the replacement product to You; or
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with T-Mobile, USA, Inc. and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unreparable Product becomes Our property. You are responsible for returning the damaged/unreparable Product to Us and any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once We receive the damaged/unreparable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange either to:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unreparable Product; or
- 2) Return the Product to You and charge You the value price of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after We receive the replacement product, cash credit, or settlement. The returned replacement product must be in the same condition that We sent it to You.

DELAYS: We will exercise reasonable efforts in providing service under this Service Contract, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or rebuilt parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

EXCLUSIONS:

T-MOBILE DEVICE PROTECTION excludes: any loss, repair or replacement necessitated by acts of God; accidental, consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, spilled liquids, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's recall; claims for any loss caused by the use of the Product in a manner not recommended by the manufacturer; claims arising

from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

T-MOBILE DEVICE PROTECTION PLUS excludes: any loss, repair or replacement necessitated by acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; “no problem found” diagnosis or any defects that are subject to a manufacturer’s recall; claims for any loss caused by the use of the Product in a manner not recommended by the manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

WHAT YOU MUST DO: In order to keep this Service Contract in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer’s specifications, including cleaning and maintenance. It is Your responsibility to protect the Product from further damage and comply with the owner’s manual. You must notify the Service Contract Administrator in writing if Your address changes.

INELIGIBLE FOR COVERAGE: This Service Contract does not provide any service for property held in inventory or property held as Your stock in trade. Enrollment in this Service Contract is only available for new communications devices under manufacturer’s warranty or, at Our discretion, certified reconditioned communications devices.

CANCELLATION: You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or calling the Service Contract Administrator at the toll free number indicated on the Declarations Page.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, and the Price has been paid, and no claims have been paid, the contract is void and You will receive a full refund. In the event this Service Contract is cancelled after thirty (30) days or within the first thirty (30) days and You have made a claim, We will refund to You the unearned pro rata Price, less any claims paid up to the date of cancellation. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, We will cancel this Service Contract and return the full Price to You. If You cancel, We are not responsible to provide You with written notice of cancellation.

If You cancel or do not renew Your service with T-Mobile, USA, Inc. 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. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You, We will provide You with written notice, with the reason for cancellation, at Your last known mailing or email 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, except as otherwise required by law.

DEDUCTIBLE (if applicable): You will be assessed a non-refundable deductible as shown on the Declarations Page each time a repair or replacement is completed. There is no deductible for mechanical and electrical failure repair or replacements in accordance with the terms and conditions of this Service Contract.

SERVICE FEE (if applicable): You will be assessed a non-refundable service fee as shown on the Declarations Page each time a repair or replacement is completed. There is no service fee for accidental damage repair or replacements in accordance with the terms and conditions of this Service Contract.

UNRECOVERED EQUIPMENT FEE (if applicable): If the damaged/unrepairable Product is not returned to Us within ten (10) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page.

We reserve the right to collect any Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

TRANSFER: This Service Contract is not transferable.

RENEWAL: For monthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For term programs, We may, at Our option, renew this Service Contract; however, We are not obligated to offer You another Service Contract upon the coverage end date of this Service Contract or to accept a Service Contract renewal, in the event You

tender one. If the Service Contract is renewed, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal.

ARBITRATION:

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 Service Contract, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the Service Contract 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 Service Contract or any prior Service Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Service Contract ("Claim"), shall be resolved by binding arbitration before a single arbitrator. 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 (800) 778-7879. Upon written request We will advance 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 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 Service Contract 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 and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Service Contract.

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 Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

To review the General Privacy Policy of Federal Warranty Service Corporation, Assurant Service Protection, Inc., Sureway, Inc., and United Service Protection Inc., Assurant Solutions Companies, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

T-MOBILE DEVICE PROTECTION

ARIZONA ADDENDUM

The following state specific requirements are added to and become part of Your Service Contract and supersede any other provision to the contrary:

The following is added to the Cancellation provision:

We will not cancel or void this Service Contract due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. No claim incurred or paid shall be deducted from any refund owed.

The following is added to the Arbitration provision:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provision of A.R.S §2901095.09, Unfair trade practices as outline by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs.

American Bankers Insurance Company of Florida

A Stock Insurance Company

Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

INSURING AGREEMENT

We agree to provide coverage for **your** communications device(s) that are eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Group Policy (“Policy”), **your** purchase receipt or **your** service agreement and any endorsements attached to this Certificate. Information about **your** coverage effective date, term, and **insured product** is included in **your** purchase receipt or the service agreement **you** entered into with the **policyholder** or **your** coverage confirmation.

A copy of the Policy under which this Certificate is issued is available for **your** inspection by contacting **us** at: 1-866-866-6285.

DEFINITIONS

“**Accidental Damage**” means an unexpected and unintentional external event that results in physical damage to the **insured 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 **insured product**.

“**Computer Virus**” means any program, applications, scripts or code intended to contaminate or destroy data. 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.

“**Group**” means **product owners** who enroll in and **we** accept for coverage under the Policy and who also maintain **mechanical and electrical breakdown** coverage for the **product** under a service and repair program approved by **us**.

“**Group Policyholder**” (“**Policyholder**”) means T-Mobile USA, Inc., the organization that holds the Group Policy.

“**Insured Product**” (“**Product**”) means any of the following items:

1. **your** new or reconditioned T-Mobile USA, Inc. communications device(s) as listed on **your** T-Mobile USA, Inc. purchase receipt/service agreement/coverage confirmation or registered by **you** with (and approved by) **us**;
2. any replacement communication device of like kind and quality provided by the **policyholder**, the manufacturer, or **us** under this Certificate;
3. any upgrade technology of like kind and quality provided by **us** under this Certificate or purchased by **you** and approved by **us**; and

4. any standard accessories included with the original purchase of the communications device, including the device battery, SIM card, and wall charger.

“**Loss**” means an occurrence of a Covered Cause of Loss, 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.

“**Mechanical and Electrical Breakdown**” mean the failure of the **insured product** due to a hardware part malfunction caused by normal wear and tear when operated according to the manufacturer’s instructions. **Mechanical and electrical breakdown** does not include standard accessories provided with the original **insured product** purchase.

“**Mysterious Disappearance**” means the disappearance of the **insured product** without **your** knowledge as to place, time or manner of its **loss**.

“**Nuclear Hazard**” means any nuclear reaction or radiation or any radioactive contamination from any other cause.

“**Pre-existing Condition**” means failures or defects which **you** should have reasonably known to be present prior to the effective date of this Certificate.

“**Product Owner**,” “**You**,” and “**Your**” mean the person or entity whose **insured product** is 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 IS EFFECTIVE

If **you** were provided this coverage at the same time **you** purchased **your insured product**, this coverage will take effect 12:01 a.m. on the date **you** purchased **your insured product** and will cover **your insured product** through the coverage term or until cancelled by either **you** or **us**.

If **you** were provided this coverage on a date later than the purchase of **your insured product**, this coverage will take effect immediately after we validate **your insured product’s** conditions and will cover **your insured product** through the coverage term or until cancelled by either **you** or **us**.

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 date the coverage was provided by the **policyholder**. Should **we** disapprove **your** coverage, **we** will notify **you** in writing within thirty (30) days and refund to the **policyholder** any premium paid.

For month-to-month coverage, **you** also must be an active customer of the **policyholder** to be covered under this Certificate.

COVERED CAUSES OF LOSS

We will cover the **insured product** against direct and sudden **loss**, damage, or failure caused by:

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

EXCLUSIONS

We will not pay for **loss** to an **insured product** caused by or resulting from:

1. acts of God not listed in the Covered Causes of Loss provision;
2. consequential, incidental or intentional damage caused by **you**;
3. misuse, abuse, neglect by **you** or anyone entrusted with the **insured product**;
4. **pre-existing conditions**;
5. rust, corrosion, mold, dust, sand, dirt, or damage from exposure to environmental conditions;
6. insect infestation;
7. "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty;
8. claims arising from any breach of implied or expressed warranty of merchantability or fitness of the **insured product** from the manufacturer or issues related to a manufacturer's recall;
9. error or omission in design or system configuration, faulty construction or any original defect in the **insured product**;
10. depreciation or obsolescence;
11. failure to follow manufacturer's maintenance recommendations;
12. delay or loss of market, loss of income or interruption of business;
13. intentional and/or dishonest acts by **you**, or anyone else with an interest in the **insured product** or anyone entrusted with the **insured product**;
14. 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;

15. 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;
16. **nuclear hazard**;
17. non-authorized repair or service, or an error in programming or instructions, or damages caused by non-authorized repair personnel;
18. illegal trade or confiscation by any governmental authority;
19. **computer viruses**;
20. **loss** to property held in inventory or held as stock in trade;
21. cosmetic damage that does not affect functionality of the **insured product**;
22. **accidental damage**;
23. **mechanical and electrical breakdown**.

Regardless of the cause of **loss**, this Certificate will not pay the following additional costs incurred as a result of any **loss**:

1. extra expenses, programming, data reconstruction, data recovery (including contacts, ring tones and games);
2. software or hardware that is added after the original **insured product** purchase;
3. program installation or reconfiguration;
4. costs which are recoverable under the manufacturer's warranty or a separate service and repair program that covers the **insured product**.

CONDITIONS

Territory: The **insured product** will be covered anywhere in the world; however, **losses** will only be adjusted in, and repairs and replacements will only be provided in, the United States, its territories or possessions, and Canada.

Duties After Loss: In the event of **loss** or damage, which may become a claim under this Certificate, **you** are required to:

1. report all claims immediately. This Certificate only covers those claims reported within ninety (90) days of the date of the **loss**. To file a claim, **you** may call **us** toll-free at 1-866-866-6285 or visit **us** at www.myPHPinfo.com. A service representative will assist **you** by telephone and/or remote online support to diagnose the **insured product's** issue, file **your** claim, and if approved, arrange for any applicable repair or replacement of the **insured product**.
2. send to **us**, within thirty (30) days after **our** request, or as soon as practical, **your** signed, sworn proof of **loss** which sets forth, to the best of **your** knowledge and belief:
 - a. the date, time, and cause of **loss**;
 - b. specifications of the reported **loss** to the **insured product**.
3. protect the **insured product** from further damage.
4. notify **your** mobile service provider (if applicable) of the **loss** and disable the **insured product**.

5. submit to an examination under oath, as well as an examination of the **insured product** either by the **policyholder** or **us** if requested.
6. cooperate with **us** in the investigation or settlement of the claim.
7. satisfy any deductible applicable to **your insured product loss**.

3. provide a monetary settlement equal to the replacement **product** price, not to exceed the maximum replacement value of the **insured product** less any applicable deductible.

In the event of **loss** due to **theft**, 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 the **loss** or file proof of **loss** as stated above may result in a denial of a claim under this Certificate.

Claim Settlement Method: If the **insured product** suffers a covered **loss**, **we** will, at **our** option, repair or replace the **insured product** within thirty (30) days of receipt of proof of **loss**. If **you** do not agree with **our** claims determination, **you** will receive the benefit **you** are entitled to receive within thirty (30) days after:

1. a final agreement is reached between **you** and **us**;
2. a final judgment is entered against **us**; or
3. an arbitration award is entered in **your** favor.

In the event of a covered **loss**, **we** will not repair or replace the **insured product** unless **our** cost will exceed the deductible applicable to the covered **loss**.

Repair Location: Repairs to damaged **insured products** will be performed at an authorized repair center determined by **us**. Repairs shall normally be available and rendered during the regular working hours and work week of the **product** repair center.

Replacement Option: At **our** option, **we** may either:

1. replace the **insured product** with a new, refurbished, or certified replacement **product** of like kind and quality to the **insured product** at the time of **loss** if **we** are unable to repair the **insured product** or where the repair cost exceeds the current retail replacement value of the **insured product**. While **we** will try to accommodate specific replacement preferences such as device color, cosmetics, or features, this request is not guaranteed. The price of the replacement **product** shall not exceed the maximum replacement value of the **insured product** less any applicable deductible. If **we** replace the **insured product**, **we** will provide **you** with the replacement **product**; or
2. issue a credit equal to the replacement **product** price, not to exceed the maximum replacement value of the **insured product** less any applicable deductible. The credit, with **your** authorization, will be deposited in **your** account with the **policyholder** and may be used by **you** toward the purchase of any communications device of **your** choice; or

When **you** receive the replacement product, credit, or settlement, the original **insured product** will become **our** property. **You** are responsible for returning the original **insured product** to **us** including any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once **we** receive the original **insured product**, **we** will inspect the unit and validate that the reported **loss** is covered under this Certificate. Should **we** determine that the **loss** resulted from an exclusion to this Certificate, **we** will contact **you** with **our** findings and arrange either to:

1. charge to **you** the difference between the price of the replacement **product**, credit, or settlement and the current market value of the original **insured product**; or
2. return to **you** the original **insured product** and charge **you** the price of the replacement **product**, credit, or monetary settlement; or
3. return to **you** the original **insured product** after **we** receive the replacement **product**, credit, or settlement. The returned replacement **product** must be in the same condition that **we** sent it to **you**.

Maximum Replacement Value: A per claim limit of U.S. \$1500.00 applies to each Covered **loss** to repair or replace the **insured product**.

Aggregate Limit of Liability: A maximum of two (2) **insured product** replacement(s) or repair(s) will be allowed in any one twelve (12) month period based on the date of first replacement or repair. No further replacement(s) or repair(s) will be provided for the remainder of this period.

Reinstatement of Limit After Loss: The maximum replacement value will not be reduced by the settlement of any claim.

Deductible: **You** will be assessed a non-refundable deductible each time there is a claim settlement.

Deductible Schedule:

Please see the Deductible Schedule for **your** deductible amount.

	Group 1	Group 2	Group 3	Group 4	Group 5
Deductible	\$20	\$50	\$100	\$150	\$175

Unrecovered Equipment Fee: If the original **insured product** is not returned to **us** within ten (10) calendar days from the date **we** ship the replacement **product** to **you**, **we** will charge **you** a non-refundable Unrecovered Equipment Fee. Please see the Unrecovered Equipment Fee Schedule for **your** equipment group.

Unrecovered Equipment Fee Schedule:

	Group 1	Group 2	Group 3	Group 4	Group 5
Up to	\$200	\$300	\$500	\$700	\$900

Salvage: If **we** settle a claim on the **insured product** and the **product owner** or **we** recover the **insured product**:

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, **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.

Waiver or Change of Certificate Provisions: A waiver or change of a provision of this Certificate must be in writing by **us** to be valid.

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.

Other Insurance: This Certificate provides primary coverage in the event the **insured product** is insured under any other policy or certificate.

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**.

Certificate Cancellation by You: **You** may cancel this Certificate by:

1. mailing or delivering to **us** advance written notice of cancellation; or
2. returning the Certificate to **us**.

If **you** notify **us** within the first thirty (30) days from the effective date and no claims have been filed, **we** will cancel the Certificate as of the effective date and refund any premium paid to the **policyholder**.

If **you** notify **us** within the first thirty (30) days from the effective date and have submitted a claim against this Certificate, no refund will be made to the **policyholder**.

If **you** cancel this Certificate after the first thirty (30) days from the effective date, any unearned premium will be calculated pro rata and one day equals one month of earned premium. Any applicable refund will be paid to the **policyholder**.

If **you** cancel or do not renew **your** service with the **policyholder** for any reason or are no longer a member of the covered **group**, this constitutes cancellation of this Certificate by **you**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

Certificate Cancellation by Us:

1. **We** may cancel or nonrenew this Certificate by mailing or delivering written notice stating the reason for cancellation or nonrenewal to **your** mailing address last known to **us** or as otherwise authorized by **you**, including the effective date of cancellation or nonrenewal at least:
 - a. thirty (30) days prior to the effective date of this Certificate if this Certificate has been in effect for sixty (60) days or less
 - b. sixty (60) days prior to the effective date of this Certificate if this Certificate has been in effect for more than sixty (60) days.

If **we** cancel or nonrenew, proof of mailing will be sufficient proof of notice. **We** will calculate any unearned premium pro rata and one day will equal one month earned premium. Any applicable refund will be refunded to the **policyholder**.

2. If this Certificate has been in effect for more than sixty (60) days, **we** may cancel or nonrenew only for one or more of the following reasons:
 - a. nonpayment of premium by the **policyholder**;
 - b. if this Certificate was obtained by misrepresentation or fraud;
 - c. any act which measurably increases the risk originally accepted;
 - d. **you** violate any terms and conditions of this Certificate;
 - e. certification to the Director of the state Department of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** or a substantial part of the underlying risk insured;
 - f. a determination by the Director of the State Department of Insurance that the continuation of the Policy could place **us** in violation of the insurance laws of this state.

Termination: Coverage under this Certificate will terminate on the date of cancellation of the Policy or when **you** are no longer a member of the covered **group**. Any unearned premium will be calculated pro rata and refunded to the **policyholder**.

Continuous renewal: Contingent upon payment of the premium by the **policyholder**, the Certificate documents originally issued to **you** will remain in effect.

Concealment, Misrepresentation or Fraud: **We** will not pay for a **loss** if **you** at any time intentionally conceal or misrepresent a material fact concerning:

1. this Certificate;

2. the **insured product**, including the value of such **product** reported to us;
3. **your** interest in the **insured product**; or
4. a claim under this Certificate.

Physical Environment: **You** agree to take due care to maintain a physical environment (levels of temperature, humidity, dust) in keeping with the recommendations of the manufacturer of the **insured product**.

Arbitration: **READ THE FOLLOWING ARBITRATION PROVISION (“PROVISION”) CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.**

As used in this arbitration provision, “**You**” and “**Your**” mean the **policyholder** or **policyholders**, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. “**We**” and “**Us**” mean American Bankers Insurance Company of Florida.

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 Policy or Certificate or any prior Policy or Certificate issued by **Us** to **You**, (2) any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by **Us** to **You**, or (3) the validity, scope, interpretation, or enforceability of this provision or of the entire Policy or Certificate (“claim”), shall be resolved by binding arbitration before a single arbitrator. Unless **You** and **We** mutually agree on an alternative, the arbitration will take place in the county and state where **You** live. 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 after **You** have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This arbitration 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 arbitration provision is deemed invalid or**

unenforceable, it shall not invalidate the remaining portions of the arbitration provision, except that in no event shall this arbitration provision be amended or construed to permit arbitration on behalf of a group or class. For the purpose of this arbitration provision, American Bankers Insurance Company of Florida shall be deemed to include all of its affiliates, successors and assigns, including but not limited to American Bankers Insurance Company of Florida, their respective principals, partners, officers and directors, and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This arbitration provision shall inure to the benefit of and be binding on **You** and each of the aforementioned persons and entities. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Policy or Certificate.

No Class Actions/No Joinder of Parties: **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** also agree that **You** will not join with others to bring claims in the same arbitration proceeding unless all such persons are named on **Your** Policy or Certificate.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

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.

Changes: Certificate documents originally issued will remain in effect unless revised documents are issued to **you**. **We** retain the right to revise the Certificate at any time and adjust the coverage terms including the premium and the deductible. In the event of a material change, **you** will be provided at least thirty (30) days’ advance written notice of such changes. **You** may cancel coverage at any time without penalty, but if the **policyholder** continues to pay premiums after a change in premiums, coverage terms or the deductible, **you** will be bound by those changes.

Conformity to Statute: **We** agree that any terms of this Certificate not in compliance with applicable law are conformed to comply with such laws. If any portions of this Certificate are deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Certificate.

American Bankers Insurance Company of Florida

A Stock Insurance Company

Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

COMMUNICATION DEVICE PROTECTOR MANDATORY AMENDATORY ENDORSEMENT ARIZONA

THIS ENDORSEMENT AMENDS THE CERTIFICATE. PLEASE READ IT CAREFULLY.

Under **EXCLUSIONS**, items 2 and 13, the following is added:

However, this exclusion will not apply to deny **your** claim for an otherwise covered **loss** under this coverage if such **loss** is caused by an act of domestic violence by another insured under this coverage and the insured making claim:

- a. did not cooperate in or contribute to the creation of the **loss**; and
- b. cooperates in any investigation relating to the **loss**.

If **we** pay a claim pursuant to the above paragraph, **our** payment to **you** is limited to **your** insurable interest in the property as reduced by any payments **we** first made to a party with a secured interest in the property. In no event will **we** pay more than the Aggregate Limits of Liability.

Under **CONDITIONS**, Subrogation, the following is added:

Your rights to recover damages from the perpetrator of the domestic violence are transferred to **us** to the extent of **our** payments. Following the **loss**, the insured may not waive such rights to recover against the perpetrator of the domestic violence.

Under **CONDITIONS**, Certificate Cancellation by Us, is deleted and replaced with the following:

Certificate Cancellation by Us:

1. **We** may cancel or nonrenew this Certificate by mailing or delivering written notice stating the reason for cancellation or nonrenewal to **your** mailing address last known to **us** or as otherwise authorized by **you**, including the effective date of cancellation or nonrenewal at least:
 - a. ten (10) days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b. forty-five (45) days before the effective date of cancellation or nonrenewal if **we** cancel or nonrenew for any other reason.

Notice will be sent by certified mail to **you**.

We will calculate any unearned premium pro rata and one day will equal one month earned premium. Any applicable refund will be refunded to the **policyholder**.

2. If the Certificate has been in effect for more than sixty (60) days, **we** may cancel or nonrenew for one or more of the following reasons:
 - a. nonpayment of premium by the **policyholder**;
 - b. conviction of a crime increasing the hazard insured against;
 - c. fraud or material misrepresentation;
 - d. a substantial change in the risk assumed;
 - e. a substantial breach of contractual provisions;
 - f. loss of reinsurance;
 - g. a determination by the Director of Insurance that the continuation of this Certificate would place **us** in violation of the laws of this state or would jeopardize **our** solvency;
 - h. acts or omissions by **you** which materially increase the hazard insured against.

ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN THE SAME.

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.

