

XMPP TERMS AND CONDITIONS

There may be different or additional terms based on your state. Your specific terms and conditions will be included in your Welcome Kit. For an Apple device, refer to the Apple Devices Service Contract, Communication Device Protector Certificate of Insurance, E-Consent and Upgrade documents. For an Android device, refer to the Android Devices Service Contract, Communication Device Protector Certificate of Insurance, E-Consent and Upgrade documents.

APPLE DEVICES SERVICE CONTRACT

To request a sample copy of the terms and conditions specific to your state call 1866-450-5185

XFINITY MOBILE PROTECTION PLAN TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

This Service Contract is issued to You and conforms with the terms and conditions below. It includes these Terms and Conditions, any state specific disclosures, any other applicable disclosures, as well as Your Service Contract enrollment / coverage confirmation and Covered Device purchase receipts. This Service Contract must be available for inspection when You require service.

THIS SERVICE CONTRACT TERM INCLUDES THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE COVERED BY THE MANUFACTURER. THIS SERVICE CONTRACT PROVIDES ADDITIONAL BENEFITS DURING THIS COVERAGE TERM. LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF ANY PART OF YOUR MANUFACTURER'S WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE CONTRACT IS SECONDARY TO YOUR MANUFACTURER'S WARRANTY COVERAGE.

DEFINITIONS

Administrator means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is The Signal in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. The address and phone number of each Service Contract Administrator is 676 E. Swedesford Road, Suite 300, Wayne, PA 19087, 1-877-881-8578.

Apple means Apple Inc. and AppleCare Service Company, Inc., collectively.

Covered Device means Your Apple-branded device that You purchased from the Seller when You enrolled in this Service Contract and its accompanying accessories contained in their original packaging or any certified replacement devices provided by Apple or Us as well as any upgrade device purchased or leased by You and registered with (and approved by) Us as an eligible Covered Device.

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

Provider means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Service Contract Provider is United Service Protection, Inc., and in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc. The address and phone number of each Service Contract Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

Seller is Comcast OTR1, LLC, the entity offering XFINITY Mobile, 1701 John F. Kennedy Boulevard, Philadelphia, 19103-2838, the entity that sold the Service Contract to You.

Service Contract means this Service Contract in which You enrolled Your Covered Device identified on Your Service Contract enrollment / coverage confirmation.

Service Contract Term means the coverage timeframe from when Your coverage under this Service Contract begins to when Your coverage ends.

You/Your means the owner or lessee of the Covered Device under this Service Contract.

We / Our / Us means the Service Contract Provider or its Administrator (including any contracted third party providers).

SERVICES PROVIDED UNDER THIS SERVICE CONTRACT

1. Service Provision.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, including Apple; however, this does not relieve Us of Our obligations under this Service Contract. Authorized third party providers may collect the needed information from You to setup Your service and to fulfill the obligations on Our behalf.

While the Covered Device is eligible for AppleCare Services, We will deliver Our obligations to You under this Service Contract through Apple. Covered Devices are eligible for AppleCare Services during the first twenty-four (24) months from the date You purchase the Covered Device from the Seller and enroll in the Service Contract and as long as You maintain this Service Contract uninterrupted on Your Apple-branded Covered Device.

When Your Covered Device is no longer eligible for AppleCare Services, We will deliver Our obligations to You under this Service Contract outside of Apple.

2. When Coverage Begins and Ends.

Coverage under this Service Contract begins when You purchase Your new Covered Device and enroll in the Service Contract as identified as the Coverage Start Date on Your Service Contract enrollment / coverage confirmation.

The Service Contract Term is continuous month to month until cancelled by either You or Us.

3. What is Covered?

3.1 Hardware Service. If during the Service Contract Term, You submit a valid claim on the Covered Device to notify Us that (i) a defect in materials and workmanship has arisen, or (ii) the capacity of the battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, We will arrange a service event to either:

- (i) repair the defect, using new or refurbished parts that are equivalent to new in performance and reliability, or
- (ii) exchange the Covered Device, with a replacement that is new or equivalent to new in performance and reliability.

All replacements provided under this Service Contract will, at a minimum, be functionally equivalent to the original Covered Device. If We exchange the Covered Device, the original becomes Our property and the replacement becomes Your property, with coverage for

the replacement device effective for the remaining portion of the Service Contract Term.

There is no service fee for Hardware Service repairs or replacements.

3.2 Accidental Damage from Handling. If during the Service Contract Term, You submit a valid claim on the Covered Device to notify Us of a failure due to accidental damage from handling ("ADH"), We will, subject to the service fee described below, either

- (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or
- (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability.

ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (for example, drops and damage caused by liquid contact other than as a result of defect in material or workmanship) that arises from Your normal daily usage of the Covered Device as intended.

We may ask You to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We will deny the claim if You fail to pay the service fee or fail to provide information relating to the accident when asked.

You will be assessed a non-refundable service fee each time an ADH repair or replacement is completed.

Service Fee Schedule:

	iPhone
ADH Service Fee	Within the first two ADH claims, the Service Fee for screen damage is \$29 when service is provided at Apple Stores, Apple Authorized Service Providers, and through Apple's mail-in repair service. For all other ADH claims, the Service Fee is \$99.

3.3 Technical Support. During the Service Contract Term, We will provide You with access to telephone and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. We will provide support for the then-current version of software released by the

device manufacturer. At our discretion, we may provide support for prior versions of software.

3.4 Scope of Technical Support. Under the Service Contract, We will provide technical support for the following:

- (i) The Covered Device,
- (ii) Operating system ("OS") and software applications that are pre-installed on the Covered Device ("Consumer Software"),
- (iii) For Apple-branded Covered Devices, Apple-branded software applications that are designed to operate with the Covered Device, including but not limited to word processing, worksheets, and presentation software (also referred to as "Consumer Software"), and
- (iv) Connectivity issues between the Covered Device and a Supported Computer. A "Supported Computer" means a computer that meets the Covered Device's connectivity specifications and runs an operating system supported by the Covered Device.

4. What is not Covered?

4.1 Hardware Service and ADH Coverage Area.

Hardware service and ADH coverage is/are limited to the country where You originally purchased the new Covered Device from the Seller.

4.2 Hardware Coverage and ADH Coverage.

- (i) The Service Contract does not apply to setup, installation, removal or disposal of the Covered Device, or provision of equipment while the Covered Device is being serviced.
- (ii) The Service Contract does not apply to damage caused by (a) a product that is not the Covered Device, (b) abuse, misuse, fire, earthquake or other external causes except as described in section 3.2 above, (c) operating the Covered Device outside the permitted or intended uses described by the manufacturer, (d) consequential damage or (e) service performed by anyone not authorized by Us.
- (iii) The Service Contract does not apply to a product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.
- (iv) The Service Contract does not apply to a Covered Device that has been lost or stolen or intentionally damaged, damage due to acts of God or environmental exposure. This Service Contract only applies to a Covered Device returned to Us, in its entirety.
- (v) This Service Contract does not apply to a Covered Device that has damage caused by

reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device.

- (vi) The Service Contract does not apply to cosmetic damage to the Covered Device, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
- (vii) The Service Contract does not apply to preventative or required maintenance on the Covered Device.
- (viii) The Service Contract does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product.
- (ix) The Service Contract does not apply to a pre-existing condition on any Covered Device or defects that are subject to a manufacturer's warranty or recall, and
- (x) This Service Contract does not apply to any other act or result not covered by the Service Contract, as described herein.

Important: Do not open the Covered Device, as damage caused as a result of opening the equipment is not covered by this Service Contract. Only We, Apple, or an authorized servicer approved by Us should perform service on the Covered Device.

4.3 Technical Support.

- (i) The Service Contract does not include Technical Support for Your use of the OS and Consumer Software as server-based applications.
- (ii) The Service Contract does not include Technical Support for issues that could be resolved by upgrading software to the then current version.
- (iii) The Service Contract does not include Technical Support for third-party products or their effects on or interactions with the Covered Device, the OS, or Consumer Software.
- (iv) The Service Contract does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Device.
- (v) The Service Contract does not include Technical Support for software other than the OS or Consumer Software, as covered under the Service Contract.
- (vi) The Service Contract does not include Technical Support for OS software or any Apple-branded

software designated as “beta”, “prerelease,” or “preview” or similarly labeled software, and

- (vii) The Service Contract does not include Technical Support for damage to, or loss of any software or data that was residing or recorded on the Covered Device. The Service Contract does not cover the recovery or reinstallation of software programs and user data.

5. How to Obtain Service and Support?

All claimed events must be reported to Us as soon as reasonably possible. You may obtain hardware services, ADH coverage and technical support through the following means.

To arrange for service, contact Us at 1-855-884-9771 or visit Us at www.fastclaim.com/xfinitymobile.

6. Service Options.

6.1 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 repair centers. Following Our diagnosis and claim approval, We will, at Our option, setup one of the following service events:

- (i) Carry-in service. Carry-in service is available for most Covered Devices. Deliver the Covered Device to the agreed to authorized servicer provider. Service will be performed for You at that location, or the technician may send the Covered Device to a service center for repair. Once notified that service is complete, You will promptly retrieve the Covered Device.
- (ii) Mail-in service. Direct mail-in service is available for most Covered Devices. If We determine that your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You. We will pay for shipping to and from Your location if You follow all instructions.
- (iii) Express Replacement Service (“ERS”) or do-it-yourself (“DIY”) parts service. ERS is available for certain Covered Devices. DIY parts service is available for many Covered Device parts or accessories, to allow You to service Your own Covered Device. If ERS or DIY parts service is available, the following process will apply.
 - (a) Service where We require return of the replaced Covered Device or part. We may require a credit card authorization or other

method to serve as security for the retail price of the replacement Covered Device or part and applicable shipping costs. We will ship a replacement device or part to You with installation instructions, if applicable, and any requirements for the return of the replaced Covered Device or part. If You follow the instructions, the credit card authorization will be cancelled, so You will not be charged for the replacement Covered Device or part and the shipping to and from Your location. If You fail to return the replaced device or part as instructed or return a replaced device or part that is ineligible for service, We will charge the credit card for the authorized amount. If You are not able to provide credit card authorization, this service may not be available to You and We will offer an alternative service option.

- (b) Service where We do not require the return of the original Covered Device or part. We will ship You free of charge a replacement Covered Device or part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced Covered Device or part.

Neither We nor Our third party providers are responsible for any labor costs You incur in respect to ERS or DIY parts service. Should You require further assistance, You should contact Us, at the telephone number listed above.

6.2 We reserve the right to change the method by which We may provide repair or replacement service to You, and Your Covered Device’s eligibility to receive a particular method of service. Service will be limited to the options available from Us in the country where You request service. Service options, parts availability and response times may vary according to country. If service is not available for the Covered Device in a country that is not the country of purchase, You may be responsible for shipping and handling charges to facilitate service to a country where service is available. If You seek service in a country that is not the country of purchase, You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, We may repair or exchange the Covered Device or its parts with a comparable device or parts that comply with the local standards of the countries where you request service.

7. Your Responsibilities.

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

- (i) You will provide a copy of Your Service Contract's enrollment / coverage confirmation or Covered Device's serial number or IMEI, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Device.
- (iii) You will respond to requests for information, including but not limited to the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.
- (iv) You will follow the instructions We give You, including but not limited to refraining from sending devices and accessories that are not subject to repair or replacement service and packing the Covered Device according to the shipping instructions.
- (v) You will update software to currently published releases prior to seeking service.
- (vi) You will make sure to back up all software and data residing on the Covered Device. DURING HARDWARE SERVICE, WE OR OUR THIRD PARTY PROVIDERS WILL DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement to Your Covered Device as originally configured, subject to applicable updates. We may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

SERVICE CONTRACT GENERAL PROVISIONS

1. LIMITS OF LIABILITY:

The maximum number of repairs or replacements under XFINITY Mobile Protection Plan is two (2) during any rolling twelve (12) month period. No further repairs or replacements will be provided for the remainder of this period.

There are no repair or replacement limits for hardware service losses during the coverage term.

2. ARBITRATION:

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1 (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

3. WHAT YOU MUST DO:

In order to keep this Service Contract in force during the coverage term, You must maintain the Covered Device according to the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is Your responsibility to protect the Covered Device from further damage and comply with the owner's manual. You must notify Us in writing if Your address changes.

4. 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 eligible devices under manufacturer's warranty or, at Our discretion, certified reconditioned devices. Devices either not registered with Us or approved for coverage by Us

as outlined under Covered Device or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for benefit under this Service Contract. Persons who have not reached the age of majority may not enroll in this Service Contract.

5. CANCELLATION:

You may cancel this Service Contract at any time for any reason either by contacting the Seller or Us at **1-888-936-4968**.

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 Service 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 paid, 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 the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by

You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. 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 cancellation date and 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.

6. TRANSFER:

This Service Contract is not transferable to another individual or entity.

7. RENEWAL:

This Service Contract renews each month with Your payment of the Price unless cancelled either by You or Us during the Service Contract Term. We reserve the right to change the provisions of this Service Contract (including Price and service fee) upon giving You at least thirty (30) days written notice prior to the date of renewal.

COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

American Bankers Insurance Company of Florida

A Stock Insurance Company

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

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: 1-866-450-5185.

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 Comcast OTR1, LLC, the organization that holds the Group Policy.

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

1. **your** new or reconditioned **Xfinity Mobile** communications device(s) under manufacturer's warranty as listed on **your Xfinity Mobile** 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, such as the SIM card, charger, earbuds and case.

"**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 1-855-884-9771 or visit **us** at www.fastclaim.com/xfinitymobile. 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. \$1,500.00 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
Deductible	\$50	\$180	\$180	\$280

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
Up to	\$1,500	\$1,500	\$1,500	\$1,500

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. 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 as of the effective date and pay any applicable pro rata refund 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.

E-CONSENT

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to the Xfinity Mobile Protection Plan or associated mobile application. The words “We,” “Us,” and “Our” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “You” and “Your” mean You, the individual(s) or entity that owns the Contract. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us; please call 1-888-936-4968 to purchase or enroll separately.**

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

Scope of Communications to Be Provided in Electronic Form. You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

Method of Providing Communications to You in Electronic Form. All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply). If You provide an invalid email address, You must contact Us at 1-855-884-9771.

How to Withdraw Consent. You may withdraw Your consent to receive Communications electronically by contacting Us at 1-888-936-4968. Please allow a reasonable period of time to process Your request.

How to Update Your Records. It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-888-936-4968. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

Hardware and Software Requirements. In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account’s list of “safe senders;” (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

Requesting Paper Copies. You may request a paper copy of any Communication by contacting Us at 1-855-884-9771.

Jurisdiction and Enforceability. You agree to submit to the exclusive jurisdiction of the United States District Court for the Northern District of Georgia and the state courts located within Cobb County, Georgia to resolve any legal matter arising from the Disclosure. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

Acceptance and Consent. You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.

UPGRADE

XFINITY MOBILE EARLY UPGRADE PROGRAM TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AS AN EQUIPMENT INSTALLATION PLAN (EIP) BORROWER OR AUTHORIZED USER AND PARTICIPANT IN THE XFINITY MOBILE EARLY UPGRADE PROGRAM. BY PARTICIPATING IN THE XFINITY MOBILE EARLY UPGRADE PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH CWORK SOLUTIONS LP, WITH OFFICES AT 625 WILLOW SPRINGS LANE, YORK, PA 17406 AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.

1. Definitions

You: The borrower under the Equipment Installation Plan (EIP) for the Device covered by the program.

EIP: The Equipment Installation Plan (EIP) and related agreements that offers the option to make monthly payments toward the purchase of the Device.

Device or Eligible Device: The cellular device or electronics that are subject to the EIP.

Credit: The Quote provided by XFINITY Mobile that is equal to Your existing EIP(s) or lease balance(s).

Eligibility criteria: A set of physical and functional conditions that Your Device must satisfy in order for them to receive a Credit. (Please refer to **Section 4b, Eligibility**, of these Terms and Conditions)

Quote or revalued quote: The firm amount for which CWork is willing to purchase a Device.

XFINITY Mobile Early Upgrade Program or Early Upgrade Program: The Early Upgrade Program including these Terms and Conditions and all related services.

2. General Program Description:

The XFINITY Mobile Early Upgrade Program is an optional program designed for XFINITY Mobile customers who:

- a) Have purchased a new Device through an EIP agreement through XFINITY Mobile or its creditor from a participating XFINITY Mobile store, XFINITY Mobile Website or XFINITY Mobile Care; and
- b) Such Device is authorized for use on XFINITY Mobile's network.

3. Certification

By enrolling in the Early Upgrade Program You certify that:

- a) You are over the age of eighteen (18) and are free to enter into this agreement.

b) You are lawfully the borrower under the EIP of the Eligible Device.

c) You agree to surrender ownership rights to Your Eligible Device when You turn it in for an upgrade, and understand that CWork is under no obligation to return that Device to You.

d) You agree to provide CWork with the information necessary to remit to XFINITY Mobile or its assignee creditor the amount equal to the credit.

4. Eligibility.

a) **Program Eligibility.** You must have a wireless service plan, have purchased an Eligible Device from XFINITY Mobile with an EIP, be enrolled in the Early Upgrade Program no later than thirty (30) days from purchase date of the Eligible Device or at such other times as may be identified, and regularly pay monthly the Early Upgrade Program charge when due. You must also be current and in good standing with the (i) Early Upgrade Program Terms and Conditions; (ii) the EIP agreement and (ii) XFINITY Mobile Agreements.

b) **Device Eligibility.** The Eligible Device must (i) match the IMEI number identified on the EIP agreement, or at CWork's discretion, any replacements provided by XFINITY Mobile, the manufacturer, or the administrator; (ii) power on and operate in a manner consistent with the original manufacturer's specifications for both hardware and software; and (iii) be free from liquid damage and screen cracks. A condition of 'Good Working Order' will be determined by CWork through its reasonable discretion. You must have paid a minimum of 50% of the EIP balance for the Eligible Device by the twelfth (12th) month.

5. Program Term.

The Early Upgrade Program operates on a month-to-month basis. The right to receive benefits are contingent upon the continued eligibility for the Early Upgrade Program. Your participation in the Early Upgrade Program will be continuous until such a time as it is cancelled either by You or CWork, as outlined in Section 12.

6. How to Request Program Benefits.

You may request upgrade benefits in the manner XFINITY Mobile makes available to You, which are subject to change. These may include contacting an agent at: a) a participating XFINITY Mobile location; b) XFINITY Mobile Care at 1-888-936-4968 or c) online via the XFINITY Mobile website at www.fastclaim.com/xfinitymobile. After the upgrade process is initiated, You must turn in Your Eligible Device through an approved channel.

7. Upgrade and Evaluation Process.

To upgrade Your Eligible Device under the Early Upgrade Program, You must surrender the Eligible Device and its battery to CWork via one of the available channels, which may include In-Store, Self-Certify or other as identified by XFINITY Mobile from time to time. If In-Store or Self-Certify options are available, You must surrender the Eligible Device as follows:

In-Store: If You conduct Your XFINITY Mobile upgrade at a participating XFINITY Mobile store and an authorized XFINITY Mobile representative determines that Your Eligible Device is in Good Working Order, You will turn over Your Eligible Device to XFINITY Mobile. CWork will then remit to XFINITY Mobile an amount equal to Quote, at the time XFINITY Mobile approves its condition, for Credit to Your XFINITY Mobile account.

If the XFINITY 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 XFINITY Mobile Protection Plan. If the claim is approved and You have paid the applicable deductible amount, You may use the replacement Eligible Device as Your trade-in Device for Your upgrade benefit. The replacement Device's IMEI will be updated on Your EIP Agreement. If You file a claim that is approved and completed under the XFINITY Mobile Protection Plan and begin the XFINITY Mobile upgrade process using Your replacement Eligible Device, the claim will count towards the XFINITY Mobile Protection Plan and the Early Upgrade Program's benefit limits.

Self-Certify: If You conduct Your XFINITY Mobile upgrade at a participating XFINITY Mobile Store and decide either to turn in Your Eligible Device at a later time, or process Your request for upgrade over the phone, or online ("Self-Certify"), You must ship Your Eligible Device to CWork to **be received within twenty-one (21) days** from the date of the upgrade transaction acceptance per the directions provided to You. Your Eligible Device must be properly shipped to avoid damage during transit. CWork may make adjustments to the upgrade value based upon evaluation of quality and condition on receipt. Subject to the terms in these Terms and Conditions, CWork will remit to XFINITY

Mobile or its creditor an amount equal to the Quote or revalued quote as a Credit to You.

The Credit will be applied within 3 billing cycles at XFINITY Mobile's sole discretion to either: (a) the EIP of the Eligible Device; (b) Your new Device or accessory purchase or lease; or (c) applied to Your XFINITY Mobile account as a bill credit.

If You ship a Device that matches the IMEI on Your EIP Agreement directly to CWork for an upgrade benefit under the Early Upgrade 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 XFINITY Mobile Protection Plan. If the claim is approved and You have paid the applicable deductible, You may use the replacement Eligible Device as Your trade-in Device for Your upgrade 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 upgrade benefits, and **THE DEVICE WILL NOT BE RETURNED TO YOU.** Your shipment of such Device to CWork constitutes Your agreement to Xfinity's Trade-in Program Terms and Conditions. Please see the Trade-in Program Terms and Conditions at www.fastclaim.com/xfinitymobile for details.

8. Data Security.

It is solely Your responsibility to protect and secure any information that is stored on their Device. You are responsible for removing data and personal information, including but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. Consult the user's Guide to learn how to erase or remove such information. You may keep Your removable memory card. You must reset Your Device to factory settings and disable any passwords or locking features such as Find My iPhone. Failing to do so will make the Device ineligible for an upgrade.

9. Applicability.

This agreement is supplemental to, and separate from any other agreements You may have with XFINITY Mobile including, but not limited to, their wireless Services Agreement, XFINITY Mobile Terms and Conditions, and the EIP agreement (collectively the "XFINITY Mobile Agreements"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the XFINITY Mobile Agreements, the provision(s) in the XFINITY Mobile Agreements shall apply.

10. Transferability and Availability.

This Agreement is non-transferable. The Early Upgrade Program is available only in the United States. Some exclusions may apply.

11. Cancellation.

You may cancel the Early Upgrade Program at any time for any reason by mailing a request for cancellation or calling 1-855-884-9771. If You cancel Your wireless service with XFINITY Mobile for any reason, including nonpayment or if XFINITY Mobile cancels Your wireless service, this constitutes cancellation of Your participation in the Early Upgrade Program.

If You or CWork cancel Your enrollment in the Early Upgrade Program for any reason, You are no longer eligible for benefits or coverage under the Early Upgrade Program for the Eligible Device and may not re-enroll the same Eligible Device at a later date.

CWork has the right to cancel Your Early Upgrade Program benefits for cause, including, without limitation, in case of fraud or misrepresentation in any way by You, non-payment of fees, substantial breach of duties by You, or failure to maintain Your XFINITY Mobile Agreements in good standing.

Your participation in the Early Upgrade Program is subject to our business policies, practices, and procedures, which we can change without notice. CWork reserves the right to modify these Terms and Conditions or to cancel Your participation in the Early Upgrade Program at any time, at Our sole discretion. If We materially change the Early Upgrade Program or a term in these Terms and Conditions 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 Early Upgrade Program is cancelled (other than for cause) and You are currently eligible, You may receive one benefit under the Early Upgrade 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 upgrade benefit.

12. Waiver of Liability.

IN NO EVENT SHALL CWORK OR XFINITY MOBILE OR THEIR RESPECTIVE AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the participation by You in the Early Upgrade Program regardless of the form of action (including, but not limited to, negligence) and regardless as to whether CWork or XFINITY 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 XFINITY Mobile's liability shall be no more than one hundred dollars (\$100.00).

13. Independent Contractor.

These Terms and Conditions and the Early Upgrade Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between CWork and XFINITY Mobile. CWork operates under these terms and conditions as an independent contractor and not as an agent for XFINITY Mobile.

14. Indemnity.

You agree to indemnify and hold CWork and XFINITY 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 the breach of this Agreement, any acts or omissions, or violation of any law or the rights of any third party.

15. Dispute Resolution.

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

16. Arbitration Provision.

THE FOLLOWING ARBITRATION PROVISION ("PROVISION") MUST BE READ CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING THEIR 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 Early Upgrade Program, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean CWork Solutions, LP 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:

(a) This Early Upgrade Program, and the purchase thereof; and/or

(b) The validity, scope, interpretation, or enforceability of this Provision or of the entire Early Upgrade Program ("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 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 Early Upgrade 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 Early Upgrade 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.

17. 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 Early Upgrade Program enrollment. All notices or requests pertaining to these Terms and Conditions will be in writing and may be sent by any reasonable means including; e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

18. 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.

ANDROID DEVICES SERVICE CONTRACT

To request a sample copy of the terms and conditions specific to your state call 1-866-450-5185

XFINITY MOBILE PROTECTION PLAN TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

This Service Contract is issued to You and conforms with the terms and conditions below. It includes these Terms and Conditions, any state specific disclosures, any other applicable disclosures, as well as Your Service Contract enrollment / coverage confirmation and Covered Device purchase receipts. This Service Contract must be available for inspection when You require service.

THIS SERVICE CONTRACT TERM INCLUDES THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE COVERED BY THE MANUFACTURER. THIS SERVICE CONTRACT PROVIDES ADDITIONAL BENEFITS DURING THIS COVERAGE TERM. LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. IF ANY PART OF YOUR MANUFACTURER'S WARRANTY OVERLAPS WITH THIS COVERAGE, THIS SERVICE CONTRACT IS SECONDARY TO YOUR MANUFACTURER'S WARRANTY COVERAGE.

DEFINITIONS

Administrator means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is The Signal in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. The address and phone number of each Service Contract Administrator is 676 E. Swedesford Road, Suite 300, Wayne, PA 19087, 1-877-881-8578.

OEM means the entity that manufactured Your Covered Device.

Covered Device means Your eligible device You purchased from the Seller when You enrolled in this Service Contract and its accompanying accessories contained in their original packaging or any certified replacement devices provided by Your OEM, or Us as well as any upgrade device purchased or leased by You and registered with (and approved by) Us as an eligible Covered Device.

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

Provider means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Service Contract Provider is United Service Protection, Inc., and in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc. The address and phone number of each Service Contract Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

Seller is Comcast OTR1, LLC, the entity offering XFINITY Mobile, 1701 John F. Kennedy Boulevard, Philadelphia, 19103-2838, the entity that sold the Service Contract to You.

Service Contract means this Service Contract in which You enrolled Your Covered Device identified on Your Service Contract enrollment / coverage confirmation.

Service Contract Term means the coverage timeframe from when Your coverage under this Service Contract begins to when Your coverage ends.

You/Your means the owner or lessee of the Covered Device under this Service Contract.

We / Our / Us means the Service Contract Provider or its Administrator (including any contracted third party providers).

SERVICES PROVIDED UNDER THIS SERVICE CONTRACT

1. Service Provision.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, including the OEM; however, this does not relieve Us of Our obligations under this Service Contract. Authorized third party providers may collect the needed information from You to setup Your service and to fulfill the obligations on Our behalf.

2. When Coverage Begins and Ends.

Coverage under this Service Contract begins when You purchase Your new Covered Device and enroll in the Service Contract as identified as the Coverage Start Date on Your Service Contract enrollment / coverage confirmation.

The Service Contract Term is continuous month to month until cancelled by either You or Us.

3. What is Covered?

3.1 Hardware Service. If during the Service Contract Term, You submit a valid claim on the Covered Device to notify Us that (i) a defect in materials and workmanship has arisen, or (ii) the capacity of the battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, We will arrange a service event to either:

- (i) repair the defect, using new or refurbished parts that are equivalent to new in performance and reliability, or
- (ii) exchange the Covered Device, with a replacement that is new or equivalent to new in performance and reliability.

All replacements provided under this Service Contract will, at a minimum, be functionally equivalent to the original Covered Device. If We exchange the Covered Device, the original becomes Our property and the replacement becomes Your property, with coverage for the replacement device effective for the remaining portion of the Service Contract Term.

There is no service fee for Hardware Service repairs or replacements.

3.2 Accidental Damage from Handling. If during the Service Contract Term, You submit a valid claim on the Covered Device to notify Us of a failure due to accidental damage from handling (“ADH”), We will, subject to the service fee described below, either

- (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or
- (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability.

ADH coverage only applies to an operational or mechanical failure caused by an accident from handling that is the result of an unexpected and unintentional external event (for example, drops and damage caused by liquid contact other than as a result of defect in material or workmanship) that arises from Your normal daily usage of the Covered Device as intended.

We may ask You to provide an explanation of where and when the accident occurred with a detailed description of the actual event. We will deny the claim if You fail to pay the service fee or fail to provide information relating to the accident when asked.

You will be assessed a non-refundable service fee each time an ADH repair or replacement is completed.

Service Fee Schedule:

	Group 1	Group 2	Group 3	Group 4
ADH Service Fee	\$40	\$99	\$99	\$99

3.3 Technical Support. During the Service Contract Term, We will provide You with access to telephone and web-based technical support resources. Technical

support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. We will provide support for the then-current version of software released by the device manufacturer. At our discretion, we may provide support for prior versions of software.

3.4 Scope of Technical Support. Under the Service Contract, We will provide technical support for the following:

- (i) The Covered Device,
- (ii) Operating system (“OS”) and software applications that are pre-installed on the Covered Device (“Consumer Software”),
- (iii) Connectivity issues between the Covered Device and a Supported Computer. A “Supported Computer” means a computer that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.

4. What is not Covered?

4.1 Hardware Service and ADH Coverage Area. Hardware service and ADH coverage is/are limited to the country where You originally purchased the new Covered Device from the Seller.

4.2 Hardware Coverage and ADH Coverage.

- (i) The Service Contract does not apply to setup, installation, removal or disposal of the Covered Device, or provision of equipment while the Covered Device is being serviced.
- (ii) The Service Contract does not apply to damage caused by (a) a product that is not the Covered Device, (b) abuse, misuse, fire, earthquake or other external causes except as described in section 3.2 above, (c) operating the Covered Device outside the permitted or intended uses described by the manufacturer, (d) consequential damage or (e) service performed by anyone not authorized by Us.
- (iii) The Service Contract does not apply to a product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer.
- (iv) The Service Contract does not apply to a Covered Device that has been lost or stolen or intentionally damaged, damage due to acts of God or environmental exposure. This Service Contract only applies to a Covered Device returned to Us, in its entirety.
- (v) This Service Contract does not apply to a Covered Device that has damage caused by reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device.

- (vi) The Service Contract does not apply to cosmetic damage to the Covered Device, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
- (vii) The Service Contract does not apply to preventative or required maintenance on the Covered Device.
- (viii) The Service Contract does not apply to defects caused by normal wear and tear or which is otherwise due to normal aging of the product.
- (ix) The Service Contract does not apply to a pre-existing condition on any Covered Device or defects that are subject to a manufacturer's warranty or recall, and
- (x) This Service Contract does not apply to any other act or result not covered by the Service Contract, as described herein.

Important: Do not open the Covered Device, as damage caused as a result of opening the equipment is not covered by this Service Contract. Only We, the OEM, or an authorized servicer approved by Us should perform service on the Covered Device.

4.3 Technical Support.

- (i) The Service Contract does not include Technical Support for Your use of the OS and Consumer Software as server-based applications.
- (ii) The Service Contract does not include Technical Support for issues that could be resolved by upgrading software to the then current version.
- (iii) The Service Contract does not include Technical Support for third-party products or their effects on or interactions with the Covered Device, the OS, or Consumer Software.
- (iv) The Service Contract does not include Technical Support for your use of a computer or operating system that is not related to Consumer Software or to connectivity issues with the Covered Device.
- (v) The Service Contract does not include Technical Support for software other than the OS or Consumer Software, as covered under the Service Contract.
- (vi) The Service Contract does not include Technical Support for OS software or any OEM-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software, and
- (vii) The Service Contract does not include Technical Support for damage to, or loss of any software or data that was residing or recorded on the Covered Device. The Service Contract does not

cover the recovery or reinstallation of software programs and user data.

5. How to Obtain Service and Support?

All claimed events must be reported to Us as soon as reasonably possible. You may obtain hardware services, ADH coverage and technical support through the following means.

To arrange for service, contact Us at 1-855-884-9771 or visit Us at www.fastclaim.com/xfinitymobile.

6. Service Options.

6.1 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 repair centers. Following Our diagnosis and claim approval, We will, at Our option, setup one of the following service events:

- (ii) Carry-in service. Carry-in service is available for most Covered Devices. Deliver the Covered Device to the agreed to authorized servicer provider. Service will be performed for You at that location, or the technician may send the Covered Device to a service center for repair. Once notified that service is complete, You will promptly retrieve the Covered Device.
- (ii) Mail-in service. Direct mail-in service is available for most Covered Devices. If We determine that your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You. We will pay for shipping to and from Your location if You follow all instructions.
- (iii) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Devices. DIY parts service is available for many Covered Device parts or accessories, to allow You to service Your own Covered Device. If ERS or DIY parts service is available, the following process will apply.
 - (a) Service where We require return of the replaced Covered Device or part. We may require a credit card authorization or other method to serve as security for the retail price of the replacement Covered Device or part and applicable shipping costs. We will ship a replacement device or part to You with installation instructions, if applicable, and any requirements for the return of the replaced Covered Device or part. If You follow the instructions, the credit card authorization will be cancelled, so You will not be charged for the replacement Covered

Device or part and the shipping to and from Your location. If You fail to return the replaced device or part as instructed or return a replaced device or part that is ineligible for service, We will charge the credit card for the authorized amount. If You are not able to provide credit card authorization, this service may not be available to You and We will offer an alternative service option.

- (b) Service where We do not require the return of the original Covered Device or part. We will ship You free of charge a replacement Covered Device or part accompanied by instructions for installation, if applicable, and any requirements for the disposal of the replaced Covered Device or part.

Neither We nor Our third party providers are responsible for any labor costs You incur in respect to ERS or DIY parts service. Should You require further assistance, You should contact Us, at the telephone number listed above.

6.2 We reserve the right to change the method by which We may provide repair or replacement service to You, and Your Covered Device's eligibility to receive a particular method of service. Service will be limited to the options available from Us in the country where You request service. Service options, parts availability and response times may vary according to country. If service is not available for the Covered Device in a country that is not the country of purchase, You may be responsible for shipping and handling charges to facilitate service to a country where service is available. If You seek service in a country that is not the country of purchase, You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, We may repair or exchange the Covered Device or its parts with a comparable device or parts that comply with the local standards of the countries where you request service.

7. Your Responsibilities.

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

- (i) You will provide a copy of Your Service Contract's enrollment / coverage confirmation or Covered Device's serial number or IMEI, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Device.
- (iii) You will respond to requests for information, including but not limited to the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered

Device experienced the issue and the steps taken to resolve the issue.

- (iv) You will follow the instructions We give You, including but not limited to refraining from sending devices and accessories that are not subject to repair or replacement service and packing the Covered Device according to the shipping instructions.
- (v) You will update software to currently published releases prior to seeking service.
- (vi) You will make sure to back up all software and data residing on the Covered Device. DURING HARDWARE SERVICE, WE OR OUR THIRD PARTY PROVIDERS WILL DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement to Your Covered Device as originally configured, subject to applicable updates. We may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

SERVICE CONTRACT GENERAL PROVISIONS

1. LIMITS OF LIABILITY:

The maximum number of repairs or replacements under XFINITY Mobile Protection Plan is two (2) during any rolling twelve (12) month period. No further repairs or replacements will be provided for the remainder of this period.

There are no repair or replacement limits for hardware service losses during the coverage term.

2. ARBITRATION:

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1 (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration.

Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

3. WHAT YOU MUST DO:

In order to keep this Service Contract in force during the coverage term, You must maintain the Covered Device according to the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance. It is Your responsibility to protect the Covered Device from further damage and comply with the owner's manual. You must notify Us in writing if Your address changes.

4. 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 eligible devices under manufacturer's warranty or, at Our discretion, certified reconditioned devices. Devices either not registered with Us or approved for coverage by Us as outlined under Covered Device or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for benefit under this Service Contract. Persons who have not reached the age of majority may not enroll in this Service Contract.

5. CANCELLATION:

You may cancel this Service Contract at any time for any reason either by contacting the Seller or Us at **1-888-936-4968**.

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 Service 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 paid, 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 the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. 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 cancellation date and 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.

6. TRANSFER:

This Service Contract is not transferable to another individual or entity.

7. RENEWAL:

This Service Contract renews each month with Your payment of the Price unless cancelled either by You or Us during the Service Contract Term. We reserve the right to change the provisions of this Service Contract (including Price and service fee) upon giving You at least thirty (30) days written notice prior to the date of renewal.

COMMUNICATION DEVICE PROTECTOR CERTIFICATE OF INSURANCE

American Bankers Insurance Company of Florida

A Stock Insurance Company

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

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: 1-866-450-5185.

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 Comcast OTR1, LLC, the organization that holds the Group Policy.

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

1. **your** new or reconditioned **Xfinity Mobile** communications device(s) under manufacturer’s warranty as listed on **your Xfinity Mobile** 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, such as the SIM card, charger, earbuds and case.

“**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 1-855-884-9771 or visit **us** at www.fastclaim.com/xfinitymobile. 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. \$1,500.00 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
Deductible	\$50	\$180	\$180	\$280

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
Up to	\$1,500	\$1,500	\$1,500	\$1,500

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. 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:
 - c. thirty (30) days prior to the effective date of this Certificate if this Certificate has been in effect for sixty (60) days or less
 - d. 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 as of the effective date and pay any applicable pro rata refund 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:
 - g. nonpayment of premium by the **policyholder**;
 - h. if this Certificate was obtained by misrepresentation or fraud;
 - i. any act which measurably increases the risk originally accepted;
 - j. **you** violate any terms and conditions of this Certificate;
 - k. 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;
 - l. 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.

E-CONSENT

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to the Xfinity Mobile Protection Plan or associated mobile application. The words “We,” “Us,” and “Our” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “You” and “Your” mean You, the individual(s) or entity that owns the Contract. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us; please call 1-888-936-4968 to purchase or enroll separately.**

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

Scope of Communications to Be Provided in Electronic Form. You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

Method of Providing Communications to You in Electronic Form. All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply). If You provide an invalid email address, You must contact Us at 1-855-884-9771.

How to Withdraw Consent. You may withdraw Your consent to receive Communications electronically by contacting Us at 1-888-936-4968. Please allow a reasonable period of time to process Your request.

How to Update Your Records. It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-888-936-4968. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

Hardware and Software Requirements. In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account’s list of “safe senders;” (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

Requesting Paper Copies. You may request a paper copy of any Communication by contacting Us at 1-855-884-9771.

Jurisdiction and Enforceability. You agree to submit to the exclusive jurisdiction of the United States District Court for the Northern District of Georgia and the state courts located within Cobb County, Georgia to resolve any legal matter arising from the Disclosure. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

Acceptance and Consent. You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.

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UPGRADE

XFINITY MOBILE EARLY UPGRADE PROGRAM TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AS AN EQUIPMENT INSTALLATION PLAN (EIP) BORROWER OR AUTHORIZED USER AND PARTICIPANT IN THE XFINITY MOBILE EARLY UPGRADE PROGRAM. BY PARTICIPATING IN THE XFINITY MOBILE EARLY UPGRADE PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH CWORK SOLUTIONS LP, WITH OFFICES AT 625 WILLOW SPRINGS LANE, YORK, PA 17406 AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.

1. Definitions

You: The borrower under the Equipment Installation Plan (EIP) for the Device covered by the program.

EIP: The Equipment Installation Plan (EIP) and related agreements that offers the option to make monthly payments toward the purchase of the Device.

Device or Eligible Device: The cellular device or electronics that are subject to the EIP.

Credit: The Quote provided by XFINITY Mobile that is equal to Your existing EIP(s) or lease balance(s).

Eligibility criteria: A set of physical and functional conditions that Your Device must satisfy in order for them to receive a Credit. (Please refer to **Section 4b, Eligibility**, of these Terms and Conditions)

Quote or revalued quote: The firm amount for which CWork is willing to purchase a Device.

XFINITY Mobile Early Upgrade Program or Early Upgrade Program: The Early Upgrade Program including these Terms and Conditions and all related services.

2. General Program Description:

The XFINITY Mobile Early Upgrade Program is an optional program designed for XFINITY Mobile customers who:

- a) Have purchased a new Device through an EIP agreement through XFINITY Mobile or its creditor from a participating XFINITY Mobile store, XFINITY Mobile Website or XFINITY Mobile Care; and
- b) Such Device is authorized for use on XFINITY Mobile's network.

3. Certification

By enrolling in the Early Upgrade Program You certify that:

- a) You are over the age of eighteen (18) and are free to enter into this agreement.
- b) You are lawfully the borrower under the EIP of the Eligible Device.
- c) You agree to surrender ownership rights to Your Eligible Device when You turn it in for an upgrade, and understand that CWork is under no obligation to return that Device to You.
- d) You agree to provide CWork with the information necessary to remit to XFINITY Mobile or its assignee creditor the amount equal to the credit.

4. Eligibility.

a) **Program Eligibility.** You must have a wireless service plan, have purchased an Eligible Device from XFINITY Mobile with an EIP, be enrolled in the Early Upgrade Program no later than thirty (30) days from purchase date of the Eligible Device or at such other times as may be identified, and regularly pay monthly the Early Upgrade Program charge when due. You must also be current and in good standing with the (i) Early Upgrade Program Terms and Conditions; (ii) the EIP agreement and (iii) XFINITY Mobile Agreements.

b) **Device Eligibility.** The Eligible Device must (i) match the IMEI number identified on the EIP agreement, or at CWork's discretion, any replacements provided by XFINITY Mobile, the manufacturer, or the administrator; (ii) power on and operate in a manner consistent with the original manufacturer's specifications for both hardware and software; and (iii) be free from liquid damage and screen cracks. A condition of "Good Working Order" will be determined by CWork through its reasonable discretion. You must have paid a minimum of 50% of the EIP balance for the Eligible Device by the twelfth (12th) month.

5. Program Term.

The Early Upgrade Program operates on a month-to-month basis. The right to receive benefits are contingent upon the continued eligibility for the Early Upgrade Program. Your participation in the Early Upgrade Program will be continuous until such a time as it is cancelled either by You or CWork, as outlined in Section 12.

6. How to Request Program Benefits.

You may request upgrade benefits in the manner XFINITY Mobile makes available to You, which are subject to change. These may include contacting an agent at: a) a participating XFINITY Mobile location; b) XFINITY Mobile Care at 1-888-936-4968 or c) online via the XFINITY Mobile website at www.fastclaim.com/xfinitymobile. After the upgrade process is initiated, You must turn in Your Eligible Device through an approved channel.

7. Upgrade and Evaluation Process.

To upgrade Your Eligible Device under the Early Upgrade Program, You must surrender the Eligible Device and its battery to CWork via one of the available channels, which may include In-Store, Self-Certify or other as identified by XFINITY Mobile from time to time. If In-Store or Self-Certify options are available, You must surrender the Eligible Device as follows:

In-Store: If You conduct Your XFINITY Mobile upgrade at a participating XFINITY Mobile store and an authorized XFINITY Mobile representative determines that Your Eligible Device is in Good Working Order, You

will turn over Your Eligible Device to XFINITY Mobile. CWork will then remit to XFINITY Mobile an amount equal to Quote, at the time XFINITY Mobile approves its condition, for Credit to Your XFINITY Mobile account.

If the XFINITY 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 XFINITY Mobile Protection Plan. If the claim is approved and You have paid the applicable deductible amount, You may use the replacement Eligible Device as Your trade-in Device for Your upgrade benefit. The replacement Device's IMEI will be updated on Your EIP Agreement. If You file a claim that is approved and completed under the XFINITY Mobile Protection Plan and begin the XFINITY Mobile upgrade process using Your replacement Eligible Device, the claim will count towards the XFINITY Mobile Protection Plan and the Early Upgrade Program's benefit limits.

Self-Certify: If You conduct Your XFINITY Mobile upgrade at a participating XFINITY Mobile Store and decide either to turn in Your Eligible Device at a later time, or process Your request for upgrade over the phone, or online ("Self-Certify"), You must ship Your Eligible Device to CWork to **be received within twenty-one (21) days** from the date of the upgrade transaction acceptance per the directions provided to You. Your Eligible Device must be properly shipped to avoid damage during transit. CWork may make adjustments to the upgrade value based upon evaluation of quality and condition on receipt. Subject to the terms in these Terms and Conditions, CWork will remit to XFINITY Mobile or its creditor an amount equal to the Quote or revalued quote as a Credit to You.

The Credit will be applied within 3 billing cycles at XFINITY Mobile's sole discretion to either: (a) the EIP of the Eligible Device; (b) Your new Device or accessory purchase or lease; or (c) applied to Your XFINITY Mobile account as a bill credit.

If You ship a Device that matches the IMEI on Your EIP Agreement directly to CWork for an upgrade benefit under the Early Upgrade 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 XFINITY Mobile Protection Plan. If the claim is approved and You have paid the applicable deductible, You may use the replacement Eligible Device as Your trade-in Device for Your upgrade 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 upgrade benefits, and

THE DEVICE WILL NOT BE RETURNED TO YOU. Your shipment of such Device to CWork constitutes Your agreement to Xfinity's Trade-in Program Terms and Conditions. Please see the Trade-in Program Terms and Conditions at www.fastclaim.com/xfinitymobile for details.

8. Data Security.

It is solely Your responsibility to protect and secure any information that is stored on their Device. You are responsible for removing data and personal information, including but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. Consult the user's Guide to learn how to erase or remove such information. You may keep Your removable memory card. You must reset Your Device to factory settings and disable any passwords or locking features such as Find My iPhone. Failing to do so will make the Device ineligible for an upgrade.

9. Applicability.

This agreement is supplemental to, and separate from any other agreements You may have with XFINITY Mobile including, but not limited to, their wireless Services Agreement, XFINITY Mobile Terms and Conditions, and the EIP agreement (collectively the "XFINITY Mobile Agreements"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the XFINITY Mobile Agreements, the provision(s) in the XFINITY Mobile Agreements shall apply.

10. Transferability and Availability.

This Agreement is non-transferable. The Early Upgrade Program is available only in the United States. Some exclusions may apply.

11. Cancellation.

You may cancel the Early Upgrade Program at any time for any reason by mailing a request for cancellation or calling 1-855-884-9771. If You cancel Your wireless service with XFINITY Mobile for any reason, including nonpayment or if XFINITY Mobile cancels Your wireless service, this constitutes cancellation of Your participation in the Early Upgrade Program.

If You or CWork cancel Your enrollment in the Early Upgrade Program for any reason, You are no longer eligible for benefits or coverage under the Early Upgrade Program for the Eligible Device and may not re-enroll the same Eligible Device at a later date.

CWork has the right to cancel Your Early Upgrade Program benefits for cause, including, without limitation, in case of fraud or misrepresentation in any way by You, non-payment of fees, substantial breach of duties by

You, or failure to maintain Your XFINITY Mobile Agreements in good standing.

Your participation in the Early Upgrade Program is subject to our business policies, practices, and procedures, which we can change without notice. CWork reserves the right to modify these Terms and Conditions or to cancel Your participation in the Early Upgrade Program at any time, at Our sole discretion. If We materially change the Early Upgrade Program or a term in these Terms and Conditions 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 Early Upgrade Program is cancelled (other than for cause) and You are currently eligible, You may receive one benefit under the Early Upgrade 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 upgrade benefit.

12. Waiver of Liability.

IN NO EVENT SHALL CWORK OR XFINITY MOBILE OR THEIR RESPECTIVE AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the participation by You in the Early Upgrade Program regardless of the form of action (including, but not limited to, negligence) and regardless as to whether CWork or XFINITY 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 XFINITY Mobile's liability shall be no more than one hundred dollars (\$100.00).

13. Independent Contractor.

These Terms and Conditions and the Early Upgrade Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between CWork and XFINITY Mobile. CWork operates under these terms and conditions as an independent contractor and not as an agent for XFINITY Mobile.

14. Indemnity.

You agree to indemnify and hold CWork and XFINITY 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 the breach of this Agreement, any acts or omissions, or violation of any law or the rights of any third party.

15. Dispute Resolution.

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

16. Arbitration Provision.

THE FOLLOWING ARBITRATION PROVISION ("PROVISION") MUST BE READ CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING THEIR 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 Early Upgrade Program, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean CWork Solutions, LP 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:

- (a) This Early Upgrade Program, and the purchase thereof; and/or
- (b) The validity, scope, interpretation, or enforceability of this Provision or of the entire Early Upgrade Program ("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 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 Early Upgrade 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 Early Upgrade 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.**

17. 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 Early Upgrade Program enrollment. All notices or requests pertaining to these Terms and Conditions will be in writing and may be sent by any reasonable means including; e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

18. 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.