

DEVICE RECOVERY PROGRAM TERMS AND CONDITIONS

THE DEVICE RECOVERY PROGRAM (“PROGRAM”) IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH HEREIN. PLEASE READ THESE TERMS AND CONDITIONS TO CAREFULLY UNDERSTAND YOUR RIGHTS AND OBLIGATIONS FOR PARTICIPATING IN THIS PROGRAM. IF YOU PARTICIPATE IN THIS PROGRAM, YOU AGREE TO THE TERMS AND CONDITIONS OUTLINED BELOW.

I. PROGRAM DESCRIPTION (GENERALLY). CWork Solutions, LP (“CWork”) extends to You (the “Customer”) an opportunity to participate in the Program described herein. Under the terms of this Program, T-Mobile, or its authorized retailer, will inquire whether You would consider selling Your Device to CWork. **You are under no obligation to sell Your Device.** If You are willing to sell Your Device, T-Mobile, or its authorized retailer, on behalf of CWork, will communicate an Offer Price. If You accept the Offer Price and all other conditions are satisfied, T-Mobile, on behalf of CWork, will Credit Your account. The Credit, in T-Mobile’s sole discretion, will be applied to existing Equipment Installment Plan(s) (“EIP”) balance(s), the purchase of goods (new Device(s) or accessories), and services provided by T-Mobile. Certain capitalized words are defined below in Section XVII.

II. APPLICABILITY. These Device Recovery Program Terms and Conditions are supplemental to any other terms and conditions or service agreement(s) You may have with T-Mobile (collectively “T-Mobile Agreements”). To the extent that these Program Terms and Conditions conflict with any provision of any other terms and conditions of the T-Mobile Agreements You have with T-Mobile, the provision(s) in the T-Mobile Agreements, not these Program Terms and Conditions, shall apply.

III. PARTICIPANT ELIGIBILITY. In order to participate in this Program, You must be a new or current T-Mobile Subscriber with a qualifying transaction, which includes Upgrades, Add A Lines (“AAL”) or Activations with a Device purchase.

IV. PROGRAM LIMITATIONS. You are permitted to sell one Device per active line at the time You Upgrade or Activate a new line of service.

V. OFFER PRICE PREREQUISITES. Before receiving an Offer Price, Your Device must satisfy the Program’s Eligibility Criteria. Whether Your Device satisfies the Eligibility Criteria is determined by Your responses to questions provided by CWork. If You choose to sell Your Device to CWork: 1) At a T-Mobile or authorized retailer store, as a prerequisite, a T-Mobile or authorized retailer representative must inspect Your Device to confirm if Your responses to the questions are accurate; 2) Over the Web, You must respond to eligibility questions presented on the Device Recovery Web Page; and 3) Over the phone, a T-Mobile representative may record Your responses to the Device eligibility questions.

VI. OFFER PRICE AND CREDIT AT A T-MOBILE STORE. If, at a T-Mobile Store, it is determined that: 1) Your Device satisfies the Eligibility Criteria; 2) You accept the Offer Price; and, 3) You relinquish Your Device to T-Mobile, You will immediately receive a Credit with a dollar amount equal to the Offer Price applied to your new Device purchase with any remaining Credit applied as a bill Credit to your T-Mobile account.

VII. OFFER PRICE AND BILL CREDIT. If you accept the Offer Price at a T-Mobile or authorized retailer store and defer surrender of Your Device, or if You sell your Device to CWork other than at a T-Mobile store (via an authorized retailer, the Web or over the phone), CWork will honor the Offer Price if: 1) Your Device is shipped to CWork by the Offer Price Expiration Date; and 2) Your Device satisfies the Eligibility Criteria, as validated by CWork upon receipt. You will receive a T-Mobile bill Credit within three (3) bill cycles.

VIII. DEVICE REVALUATION. If you do not surrender your Device at a T-Mobile or authorized retailer store, or if you made your purchase via the Web or over the phone, You must ship your Device to CWork by the Offer Price Expiration Date. Devices not received with post marks by the Offer Price Expiration Date will be reevaluated and assigned the Offer Price for that Device on the date of receipt by CWork.

IX. PACKING & SHIPPING YOUR DEVICE. When You surrender Your Device at a T-Mobile store, T-Mobile will ship your Device to CWork. If You chose to defer surrender of Your Device, You will be referred to the Device Recovery website for instructions on how to ship Your Device to CWork. For Web and phone orders, Your new Device shipment will include a prepaid label. For phone orders Your new Device will also include a shipping package. It is Your obligation to properly ship Your Device to avoid damage during transit.

X. YOUR OBLIGATION TO PROTECT YOUR PRIVATE AND PERSONAL INFORMATION. It is Your sole responsibility, not T-Mobile's or CWork's, to protect or secure any information in Your Device. You are responsible for the following: **1) Removal of Device Data and Personal Information.** It is Your obligation, not T-Mobile's or CWork's, to erase or remove any confidential, private or personal information, which includes, but is not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars. You should consult Your User's Guide to learn how to erase or remove such information. You may keep Your removable memory card. **2) Deactivation of Service.** You must deactivate any service to the Device. T-Mobile and CWork are not responsible for any charges that You incur if You fail to deactivate service to Your Device. **3) Removal of Locks and Passwords.** You are obligated to remove all locks and passwords from the Device. Failure to do so will result in CWork Revaluing Your Device.

XI. WHEN YOU SURRENDER POSSESSION OF YOUR DEVICE AT A T-MOBILE STORE OR WHEN YOU SHIP YOUR DEVICE TO CWORK, YOU 1) ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO THE TERMS IN THIS DOCUMENT; 2) TRANSFER OWNERSHIP OF THE DEVICE TRANSFERS TO CWORK; AND 3) UNDERSTAND THAT CWORK IS UNDER NO OBLIGATION TO RETURN THE DEVICE(UNLESS OTHERWISE REQUIRED BY LAW).

XII. REPRESENTATIONS & WARRANTIES: You (or the "Seller") represent(s) and warrant(s) that: 1) You are not under the age of eighteen (18); 2) You possess all the rights and title to sell the Device to CWork; and, 3) Your responses to CWork questions to determine whether to make an Offer Price are truthful and accurate.

XIII. WAIVER OF LIABILITY. IN NO EVENT SHALL CWORK OR T-MOBILE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the purchase of Your Device regardless of the form of action (including, but not limited to, negligence) and regardless as to whether CWork or T-Mobile has been advised of the possibility of any such loss or damage. In the event a court of competent jurisdiction strikes this Section, You agree that the extent of CWork's or T-Mobile's liability shall be no more than One Hundred Dollars (\$100.00).

XIV. INDEPENDENT CONTRACTOR. This Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between CWork and T-Mobile. Each party will operate under these terms and conditions as an independent contractor and not as an agent for the other.

XV. INDEMNITY. You agree to indemnify and hold CWork and T-Mobile and their respective parents, 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 You or Your breach of these terms and conditions, or Your violation of any law or the rights of any third party.

XVI. GENERAL. You and CWork agree that this Agreement will be governed in all respects by the laws of the United States of America and the Commonwealth of Pennsylvania, and You and CWork waive any rights to a trial by jury. You and T-Mobile agree that the Dispute Resolution and Arbitration provision set forth in Section 2 of your standard terms and conditions with T-Mobile applies to all disputes between You and T-Mobile. All notices or requests pertaining to these terms and conditions will be in writing and will be sent by email, facsimile or recognized commercial overnight courier. Notices will be deemed received upon receipt of written confirmation of transmission when sent by facsimile/email or signing for receipt of delivery, if sent by overnight courier. Notices will be sent to You at the addresses provided to CWork. 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.

XVII. DEFINITIONS

- a) Credit means an amount equal to the Offer Price or Revalued Offer Price provided, in the following order in T-Mobile's sole discretion: 1) to Your existing Equipment Installment Plan(s) ("EIP") balance(s); 2) to Your new Device purchase; or 3) applied to Your T-Mobile account as a bill credit.
- b) Eligibility Criteria means a set of physical and functional conditions that a Device must satisfy in order for a Subscriber to receive a Credit.
- c) Device means Your cellular Device or other cellular based electronics that You request CWork to purchase in accordance with the terms of this Program.
- d) Offer Price means a firm amount CWork is willing to purchase a Device in its sole discretion.