

# DEVICE RECOVERY PROGRAM

## TERMS AND CONDITIONS

### Effective as of August 18, 2020

**THE DEVICE RECOVERY PROGRAM (“PROGRAM”) IS GOVERNED BY THESE TERMS AND CONDITIONS. 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 THESE TERMS AND CONDITIONS.**

- PROGRAM DESCRIPTION.** The Signal (“The Signal”) extends to you (“Customer” “You” or “Your”) an opportunity to participate in the Device Recovery Program. Under this Program, T-Mobile, or its authorized retailer, will inquire whether You would consider selling Your Device to The Signal. **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 The Signal, will communicate an Offer Price or Promotional Offer. If You accept the Offer Price, or Promotional Offer, and all other conditions are satisfied, T-Mobile, on behalf of The Signal, will Credit Your account or enroll You in the Promotional Offer. The Credit, in T-Mobile’s sole discretion, will be applied to existing or new Equipment Installment Plan(s) (“EIP”), down payment balance(s), the purchase of goods (new Devices or accessories), and/or services provided by T-Mobile. Certain capitalized words are defined below in Section 18.
- APPLICABILITY.** These Program Terms and Conditions (“Program T&Cs”) supplement other terms and conditions, including T-Mobile offers, or service agreement(s) You may have with T-Mobile (collectively “T-Mobile Agreements”). To the extent these Program T&Cs conflict with any other T-Mobile Agreements’ terms and conditions, the provision(s) in the T-Mobile Agreements, not these Program T&Cs, shall apply.
- PARTICIPANT ELIGIBILITY.** To participate in this Program, You must be a new or current T-Mobile subscriber with a qualifying transaction, which includes activations, add-a-lines or upgrades with a Device purchase.
- PROGRAM LIMITATIONS.** You are permitted to sell one Device per active line at the time You activate or upgrade a new line of service.
- PROGRAM PREREQUISITES.** Your Device must satisfy the Program’s Eligibility Criteria to receive an Offer Price or be eligible for a Promotional Offer. This is determined by Your responses to eligibility questions. If You choose to sell Your Device to The Signal: (A) In store, a representative must inspect Your Device to confirm Your responses are accurate; (B) Over the Web, You must answer the eligibility questions on the Program Web Page; or (C) Over the phone, a T-Mobile representative may record Your responses to the eligibility questions.
- OFFER PRICE AND CREDIT AT A RETAIL STORE.** If (A) Your Device satisfies the Eligibility Criteria; (B) You accept the Offer Price; and (C) You relinquish Your Device, You will immediately receive a Credit with a dollar amount equal to the Offer Price applied to your new Device and accessory purchase with any remainder applied as a bill Credit to Your T-Mobile account.
- OFFER PRICE AND BILL CREDIT.** If You accept the Offer Price in store and defer surrender of Your Device, or if You sell your Device over the Web or phone, The Signal will honor the Offer Price if: (A) Your Device is shipped to The Signal by the Offer Price trade in expiration date; and (B) Your Device satisfies the Eligibility Criteria, as validated by The Signal upon receipt. You will receive a T-Mobile bill Credit within three (3) bill cycles.
- PROMOTIONAL OFFERS.** If (A) Your Device satisfies the Eligibility Criteria; (B) You accept the Promotional Offer terms; and (C) You relinquish Your Device in store or ship Your Device to The Signal by the trade in expiration date, You will be eligible to participate in the Promotional Offer, pending completion of the Promotional Offer requirements within any required timeframes. Once You complete all Promotional Offer requirements, You will be eligible to receive a Credit, applied as a bill Credit to Your T-Mobile account, for as long as You comply with the Promotional Offer requirements. If You do not ship Your Device by the trade in expiration date, You may not qualify for the Promotional Offer and Your Device may not be returned.
- DEVICE REVALUATION.** If You do not surrender Your Device in store, or if You made Your qualifying transaction over the Web or phone, You must ship Your Device by the Offer Price trade in expiration date. Devices not received with postmarks by the Offer Price trade in expiration date, or where the model or condition of the Device received has changed, will be reevaluated and assigned the Offer Price on the date of receipt by The Signal (“Revalued Offer Price”). If You choose not to accept the Revalued Offer Price, You may request The Signal to return the Device The Signal received.
- PACKING & SHIPPING YOUR DEVICE.** When You surrender Your Device in store, the store will ship your Device to The Signal. If You chose to defer surrender of Your Device, or for Web and phone orders, visit [myt-mobile.com](http://myt-mobile.com) for instructions

on printing the prepaid shipping label. You must properly package Your Device to avoid damage during shipping.

11. **YOUR OBLIGATION TO PROTECT YOUR PERSONAL INFORMATION.** It is Your sole responsibility to protect or secure any information in Your Device. You are responsible for: **(A) Removal of Device Data and Personal Information.** This includes, but is not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars; **(B) Deactivation of Service.** You are responsible for charges incurred on Your Device until deactivated; and **(C) Removal of Locks and Passwords.** Failure to do so will result in The Signal revaluing Your Device.
12. **WHEN YOU SURRENDER POSSESSION OF YOUR DEVICE IN STORE OR WHEN YOU SHIP YOUR DEVICE TO THE SIGNAL, YOU (A) AGREE TO THE TERMS IN THIS DOCUMENT; (B) TRANSFER OWNERSHIP OF YOUR DEVICE TO THE SIGNAL; AND (C) UNDERSTAND THAT THE SIGNAL IS UNDER NO OBLIGATION TO RETURN THE DEVICE (UNLESS IT WAS NOT PART OF A PROMOTIONAL OFFER AND YOU MAILED IT IN OR AS REQUIRED BY LAW).**
13. **REPRESENTATIONS & WARRANTIES.** You represent and warrant that: (A) You are not under the age of eighteen (18); (B) You possess all the rights and title, or will pay off any outstanding balance to obtain sole ownership rights, to sell the Device to The Signal; and (C) Your responses to the eligibility questions are truthful and accurate.
14. **WAIVER OF LIABILITY. IN NO EVENT SHALL THE SIGNAL 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 The Signal 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 The Signal's or T-Mobile's liability shall be no more than One Hundred Dollars (\$100.00).**
15. **INDEPENDENT CONTRACTOR.** This Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between The Signal and T-Mobile. Each party will operate under these terms and conditions as an independent contractor and not as an agent for the other.
16. **INDEMNITY.** You agree to indemnify and hold The Signal 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 You, or arising out of Your breach of these Program T&Cs, or Your violation of any law or the rights of any third party.
17. **GENERAL.** You and The Signal agree that these Program T&Cs will be governed by the laws of the United States of America and the Commonwealth of Pennsylvania, and You and The Signal waive any rights to a trial by jury. You and T-Mobile agree that the Dispute Resolution and Arbitration provisions set forth in T-Mobile's standard terms and conditions of service applies to all disputes between You and T-Mobile. All notices or requests pertaining to these Program T&Cs will be in writing and will be sent by email, facsimile or recognized commercial overnight courier at the addresses You provided to The Signal. 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. 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 Program T&Cs 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 Program T&Cs 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.
18. **DEFINITIONS.**
  - (A) Credit means an amount equal to the Offer Price, Revalued Offer Price, or Promotional Offer terms, provided, in the following order in T-Mobile's sole discretion: (1) to Your existing EIP or lease balance(s); (2) to Your new Device or accessory purchase, EIP, or lease; or (3) applied to Your T-Mobile account as a bill credit.
  - (B) Device means Your cellular device or other cellular based electronics that You request The Signal to purchase in accordance with the terms of this Program.
  - (C) Eligibility Criteria means a set of physical and functional conditions that a Device must satisfy in order for You to receive a Credit.
  - (D) Offer Price, Revalued Offer Price, or meeting the Promotional Offer terms, means a firm amount for which The Signal is willing to purchase a Device.
  - (E) Promotional Offer means a temporary promotional offer for products and/or services, offered by T-Mobile to new or existing T-Mobile subscribers. You must satisfy all terms and conditions of the Promotional Offer.