

T-MOBILE TRADE-IN PROGRAM TERMS AND CONDITIONS

Effective as of August 25, 2022

Thanks for choosing to trade-in your device to T-Mobile. The T-Mobile Trade-In Program ("Program") is governed by these terms and conditions. Please read these Program Term & Conditions ("Program T&Cs"), to understand your rights and obligations for participating in this Program. If you participate in this Program, you agree to these Program T&Cs.

WHAT IS THE T-MOBILE TRADE-IN PROGRAM?

T-Mobile offers you an opportunity to sell your Device to us. Device means your wireless device or other wireless based electronics. **You are under no obligation to sell Your Device.** If you want to sell your Device, we, or our authorized retailer on our behalf, will communicate an Offer Price and/or Promotional Offer, which means a firm amount for which we are willing to purchase a Device. If you accept the Offer Price and/or Promotional Offer, and all other conditions are satisfied, we will Credit your account and/or enroll you in the Promotional Offer. Credit means an amount equal to the Offer Price or Promotional Offer. The Credit, in our sole discretion, will be applied to existing or new Device financing plans, down payments, purchase of new goods (new Devices or accessories), and/or as a bill credit to your T-Mobile account.

WHAT TERMS APPLY TO THE TRADE-IN PROGRAM?

The T-Mobile Trade-In Program is governed by these Program Terms and Conditions ("Program T&Cs"), which supplement your other T-Mobile Agreements, including but not limited to T-Mobile offers, service agreement(s), finance agreements, and T-Mobile's Terms and Conditions (collectively "T-Mobile Agreements"). If you are a T-Mobile Business customer, these Program T&Cs supplement your business or government agreement with T-Mobile. To the extent these Program T&Cs conflict with any other T-Mobile Agreements' terms and conditions, the provision(s) in these Program T&Cs, will apply.

WHO CAN PARTICIPATE IN THE TRADE-IN PROGRAM?

New or current T-Mobile subscribers with a qualifying transaction can participate in this Program.

ARE THERE ANY PROGRAM LIMITATIONS?

You are permitted to sell one Device per active line at the time you activate or upgrade a new line of service.

If you are a T-Mobile for Business customer who initiated your Trade-In outside of a Retail Store, then the option to Trade-In your Devices at a Retail Store is not available. You must mail in your Trade-In.

WHAT ARE THE PROGRAM REQUIREMENTS?

Your Device must satisfy the Program's Eligibility Criteria to receive an Offer Price or be eligible for a Promotional Offer. Eligibility Criteria means a set of physical and functional conditions that a Device must satisfy in order for you to receive a Credit. This is determined by your responses to eligibility questions. If you choose to sell us your Device: (1) In store, a representative must inspect your Device to confirm your responses are accurate; (2) Online, you must answer the eligibility questions on the Program webpage; or (3) Over the phone, a representative may record your responses to the eligibility questions.

WHAT HAPPENS IF I TRADE-IN MY DEVICE IN A RETAIL STORE?

If (1) your Device satisfies the Eligibility Criteria; (2) you accept the Offer Price; and (3) you give us your Device, you will 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.

WHAT HAPPENS IF I MAIL IN MY DEVICE?

If you accept the Offer Price in store and want to mail in your Device later or if you sell your Device online or over the phone, we will honor the Offer Price if: (1) your Device is received by us by the Offer Price trade in expiration date; and (2) your Device satisfies the Eligibility Criteria, as validated by us upon receipt. You will receive a T-Mobile bill Credit within three (3) bill cycles.

HOW DO PROMOTIONAL OFFERS WORK?

Promotional Offer means a temporary promotional offer for products and/or services, offered by us to qualifying T-Mobile subscribers. You must satisfy all Promotional Offer requirements. If (1) your Device satisfies the Eligibility Criteria; (2) you accept the Promotional Offer terms; and (3) you give us your Device in store or ship your Device to us 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 either a bill Credit to your T-Mobile account or finance agreement, for as long as you comply with the Promotional Offer requirements. If we do not receive your Device by the trade in expiration date, you may not qualify for the Promotional Offer.

IF I ACCEPT THE OFFER PRICE OR PROMOTIONAL OFFER ONLINE OR OVER THE PHONE, CAN I GIVE YOU THE DEVICE IN STORE?

Yes. If you accept the Offer Price and/or Promotional Offer online or over the phone, you can bring your Device to a store within the expiration period. We may inspect the Device to verify the condition of the Device matches your responses regarding Device condition, which may result in a Device revaluation.

WHAT IS DEVICE REVALUATION?

If you do not give us your Device in store, or if you made your qualifying transaction online or over the phone, we must receive your Device by the Offer Price trade in expiration date. We will re-evaluate the Offer Price ("Revalued Offer Price") for Devices not received by the Offer Price trade in expiration date, or if the Device model or condition has changed. If you choose not to accept the Revalued Offer Price, you may request us to return Your Device, except for lost and/or stolen Devices.

HOW SHOULD I PACK & SHIP MY DEVICE? You must properly package your Device to avoid damage during shipping. New Device orders will include a box, packing materials, prepaid shipping label and instructions ("Shipping Materials") for your trade-in Device(s). For all other Device trade-in transactions, we will send you Shipping Materials for your trade-in Device(s) after you accept the Offer Price. Visit myt-mobile.com or TFB AccountHub for further information.

HOW SHOULD I PROTECT MY PERSONAL INFORMATION?

It is your sole responsibility to protect your privacy by removing all personal, confidential or sensitive information from your Device. We are not responsible or liable for any lost data or disclosure of any personal, confidential or sensitive information that was not deleted or

removed by you prior to selling us your Device. Before you trade in your Device, you must: **(1) Remove Device data and personal information**, including, but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures or calendars; **(2) Deactivate Service**. You are responsible for charges incurred on your Device until deactivated; and **(3) Remove Locks, security software, and Passwords**. If you fail to do so, we will reevaluate your Device's trade-in value.

WHAT ELSE DO I NEED TO KNOW ABOUT THE PROGRAM?

When you sell us your Device in store or ship your Device to us, you **(1) agree to these Program Terms; (2) Transfer ownership of your Device to us; and (3) understand we are under no obligation to return the Device (unless required by law) and any information or data on any Device can not be recovered.**

REPRESENTATIONS & WARRANTIES.

By participating in this Program, you represent and warrant that: (1) you are of legal age and able to enter into a contract; (2) you possess all the rights and title, or will pay off any outstanding balance to obtain sole ownership rights, to sell us the Device; and (3) your responses to the eligibility questions are truthful and accurate.

WAIVER OF LIABILITY.

IN NO EVENT WILL T-MOBILE OR ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, DEALERS, AGENTS, OR EMPLOYEES BE LIABLE TO YOU FOR (1) MORE THAN THE TRADE-IN VALUE OF ANY DEVICE; OR (2) ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY, WHETHER FORESEEABLE OR UNFORESEEABLE arising out of, from, or related to the purchase of your Device(s) regardless of the form of action (including, but not limited to, negligence) and regardless as to whether 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 T-Mobile's liability will be no more than One Hundred Dollars (\$100.00).

INDEMNIFICATION.

You agree to indemnify and hold T-Mobile and our parent, subsidiaries, affiliates, officers, directors, dealers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due, connected to or arising out of your breach of these Program T&Cs, or your violation of any law or the rights of any third party.

GENERAL TERMS.

Dispute Resolution. You agree that the dispute resolution provisions, including mandatory arbitration unless you previously opted out, set forth in T-Mobile's Terms and Conditions apply to all disputes. If you are a T-Mobile business or government customer, you agree that the dispute resolution provisions in your customer contract will apply to all disputes.

Notices. All communications related to this Program will be in writing and will be sent by mail, phone or electronic means using your account information in our records. Electronic notices are considered delivered when sent. Mail notices are considered delivered 3-days after mailing.

Enforceability and Severability. If either party does not enforce its rights under this Agreement, that doesn't mean that party can't enforce those rights in any other instance. If any part of these Program T&Cs is held invalid, that part may be severed from the Agreement; such invalidity will not render these Program T&Cs invalid as a whole and in

such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such invalid provision within the limits of applicable law or applicable court decisions.

ARE THERE ADDITIONAL TERMS FOR T-MOBILE FOR BUSINESS CUSTOMERS?

The terms of these Program T&Cs apply to T-Mobile for Business customers. However, there are some additional terms that apply.

Eligibility. You may sell any number of Devices that meet Eligibility Criteria.

Offer Price & Bill Credit. Based on the Device information you provide, you will receive an initial trade-in quote, which is an estimate only. You must ship your Devices to us by the trade-in expiration date. Upon receipt of your Device(s), we will inspect the Devices and provide you with a final trade-in quote. If you choose not to accept the final trade-in quote, you may request us to return your Device(s).

Authority. You represent and warrant you are authorized to trade-in the Devices on behalf of your corporate, organizational or government entity.