

**EQUIPMENT INSTALLMENT PLAN (EIP) CONTRACT AND DISCLOSURES  
RETAIL INSTALLMENT CONTRACT**

**PLAN ID: #####**

<b>Seller/Creditor:</b> T-Mobile Financial LLC 12920 SE 38th Street Bellevue, WA 98006 1-800-937-8997	<b>Buyer:</b> Name: [intentionally left blank] Address: [intentionally left blank] Address: [intentionally left blank] Phone: [intentionally left blank]	<b>Date:</b> [intentionally left blank] <b>Account #:</b> [intentionally left blank]
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SKU - Description	Serial / IMEI Number	Price	Down Payment Paid Today	Balance
[number] [description]	[number]	[price]	[down payment]	[balance]
<b>Total Sales Tax (estimated)</b>	<b>[estimated tax]</b>	<b>Total [price]</b>	<b>[down payment]</b>	<b>[balance]</b>

**Truth-in-Lending Disclosures**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>	<b>Total Sale Price</b>
The cost of your credit as a yearly rate. <b>[percentage]</b>	The dollar amount the credit will cost you. <b>[dollar amount]</b>	The amount of credit provided to you or on your behalf. <b>[credit amount]</b>	The amount you will have paid after you have made all payments as scheduled. <b>[amount paid]</b>	(The total cost of your purchase on credit, including your down payment of \$_____). <b>[total cost]</b>
<b>Your Payment Schedule will be:</b>				
Number of Payments	Amount of Payments	When Payments are Due		
[number]	[amount]	Monthly, beginning on [date] (estimated)		
[number]	[amount]	on [date] (estimated)		
The Annual Percentage Rate does not take into account your required deposit.				
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.				

**Itemization of the Amount Financed of [amount]**

Cash Price (exclusive of taxes & non-finance related fees imposed on the sale)	[amount]
Taxes (estimated)	[amount]
Non-Finance Related Fee – Upgrade Support Charge	[amount] (if applicable)
<b>Total</b>	<b>[amount]</b>
Cash Down Payment	[amount]
Sales Tax paid at time of sale (or deferred to first monthly bill)	[amount]
Upgrade Support Charge paid at time of sale (or deferred to first monthly bill)	[amount] (if applicable)
Prepaid <b>FINANCE CHARGE</b>	[amount]
<b>Amount Financed</b>	<b>[amount]</b>

**Late Charge.** No late charges will be imposed on a late Equipment Installment Plan payment.

**Agreement to Purchase and Make Payments.** Except as provided below, you agree to purchase from Seller (“we,” “us,” or “our”) the items described above (the “equipment”) on the terms set forth in this agreement. Affiliates of T-Mobile Financial LLC (“T-Mobile Financial”, and together with its affiliates, “T-Mobile”, “we,” “us,” or “our”) provide wireless service to you (the “Service”). Subject to our delivery to you of the equipment identified above and purchased by you, and subject

to your right to cancel this agreement as provided below, you agree to make payments according to the payment schedule above. In addition, you agree to maintain Service on any equipment purchased under this agreement for the term of this agreement. If you accept this agreement after the date it is made available to you, your first monthly payment may be due one month later than the date shown above. The Truth-in-Lending Disclosures above are part of this agreement. Equipment purchased under this agreement will appear on the monthly billing statements for your Service plan. Partial payments may result in the suspension or cancellation of your Service and in equipment not operating on T-Mobile's network. You may prepay this agreement, in whole or in part, at any time without penalty. Partial prepayments will not change your obligation to continue to make scheduled payments, except that you may finish making payments early. This is a one-time extension of credit by us to you.

You have the right to cancel this agreement within 14 days (or more based upon where you made the purchase) of your acceptance and return the equipment in accordance with our return policy. If you exercise this right you will have no payment obligation under this agreement. Your equipment may not work with wireless services or on wireless networks that are not provided by T-Mobile.

Manufacturer warranty information, if any, is provided with the items sold.

**Protections for Service Members and Their Families.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent (a "Covered Buyer") may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

You are a "Covered Buyer" if at the time of establishing this EIP you are an active duty service member or an active Guard or Reserve duty member, or you are qualifying dependent of that member.

**Oral Disclosure:** If you are a Covered Buyer, you may obtain information about this EIP, including information about the payment obligation, by calling us, at 1-844-279-9461.

**\* Dispute Resolution and Arbitration.** If you are a Covered Buyer, the following provisions relating to arbitration do not apply to this EIP. This section describes how any disputes between you and T-Mobile will be resolved. WE AND YOU EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, EQUIPMENT, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This includes any claims against others relating to services or equipment provided or billed to you (such as our suppliers, dealers or vendors) when you also assert claims against us in the same proceeding. This agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MAY AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT INSTEAD OF ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES. To opt out, call 1-866-323-4405 or complete the opt-out form located at [www.T-Mobiledisputeresolution.com](http://www.T-Mobiledisputeresolution.com). TO BE EFFECTIVE, YOU MUST OPT OUT BY THE OPT OUT DEADLINE FOR EACH LINE OF SERVICE. THE OPT OUT DEADLINE IS 30 DAYS FROM THE EARLIER OF THE DATE OF YOUR SIGNATURE TO THIS AGREEMENT, THE DATE YOU PURCHASED EQUIPMENT FROM US OR THE DATE YOU ACTIVATED A NEW LINE EXCEPT THAT FOR A LINE OF SERVICE ACTIVATED PRIOR TO JUNE 28, 2008, THE OPT OUT DEADLINE IS 30 DAYS FROM THE FIRST TIME AFTER DECEMBER 30, 2011 WHEN YOU AGREED TO EXTEND OR RENEW YOUR TERM OF SERVICE FOR THAT LINE.

We and you each agree that if you fail to timely pay amounts due, we may assign your account for collection, and we or the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

To begin arbitration, you must send a letter requesting arbitration and describing your claim to our registered agent. The American Arbitration Association ("AAA") will arbitrate all disputes. For claims less than \$75,000, the AAA's Consumer

Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims under \$75,000, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration.

**\* CLASS ACTION WAIVER.** WE AND YOU EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

**\* JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, unless otherwise prohibited by law WE AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**For customers participating in an Equipment Installment Plan promotion only.** If you qualify for an eligible device promotion, view the promotional offer details at [www.T-Mobile.com/PromotionalOffers](http://www.T-Mobile.com/PromotionalOffers). Device promotions may be fulfilled via monthly bill credits and may not appear on your next bill. Please note that certain device promotion offers may include options that may be requested at the time of service termination. If you choose to terminate service for a device subject to such a promotion, you may be required to specifically choose or elect certain options before you request transfer of a device from active T-Mobile wireless service to another carrier's service, to avoid losing monthly bill credits or other promotion-related benefits. (Please also see the terms of the "Default" section set forth in this agreement.)

**Organization/Corporate/Government Customers.** If you are signing this agreement on behalf of an organization, corporate or government customer, you represent and warrant that you are authorized to sign this agreement on behalf of such corporation or organization. In addition, in the event that you receive T-Mobile Service, the terms and conditions of your wireless services agreement with T-Mobile will apply to this transaction, but if any of those terms and conditions are inconsistent with anything stated in this agreement, this agreement will prevail. Otherwise your wireless services agreement with T-Mobile will continue to be valid and enforceable under its terms. If you are signing this agreement on behalf of an organization, corporate or government customer, we and you agree that the equipment is not being sold primarily for personal, family or household purposes.

**Credit Checks.** We, along with our agents and other third parties involved in the transaction, may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Equipment Refunds and Restocking Fees.** For equipment returns and exchanges, see our return policy. Some equipment may not be refunded or exchanged, and/or you may be required to pay a restocking fee. This agreement applies to any equipment provided to you in exchange for the equipment originally purchased pursuant to this agreement.

**Risk of Loss.** You bear the entire risk of loss, theft or damage to the equipment from any cause during the term of this agreement. Even if the equipment is lost, stolen or damaged, you remain obligated for the total of the payments. You should consider purchasing insurance on the equipment.

**Default.** Except where prohibited by law, you will be in default if you: fail to make any payment when required; violate any provision of this agreement; **fail to maintain Service for any device purchased under this agreement**; fail to activate Service within 30 days of the date hereof; or become the subject of any bankruptcy or insolvency proceeding.

Except where prohibited by law, if you are in default under this agreement, we may declare the remaining unpaid balance of the agreement immediately due and payable. However, if you are in default solely because of a failure to maintain Service (and for no other reason), and you have purchased at least one device under this agreement that is subject to monthly bill credits pursuant to an eligible Equipment Installment Plan device promotion (as described more fully above) at the time of your default, you agree that we may declare the unpaid balance of this agreement associated with any and all devices that are not subject to

monthly bill credits immediately due and payable, and we may agree at your request (subject to the applicable terms of the Equipment Installment Plan device promotion) to allow monthly installment payments to continue for any balance associated with a device that is subject to eligible monthly bill credits at the time of your default, until the earlier of (a) the original scheduled final payment due date under this agreement, (b) the date the monthly bill credits for a device purchased under this agreement expires, or (c) the date you are in default under this agreement for reasons unrelated to a failure to maintain Service.

**Compliance with Law.** You will not use, nor will you permit the use of, the equipment in violation of any law.

**\* Enforceability and Assignment.** If we don't enforce our rights under this agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. Except as provided in the paragraph marked "CLASS ACTION WAIVER", if any part of this agreement is held invalid that part may be severed from the agreement. You can't assign this agreement or any of your rights or duties under it and will not sell or offer to sell or transfer or enter into any lease with respect to the equipment covered by this agreement without our written consent. We may assign all or part of this agreement, or your debts to us, without notice. You understand that the assignment of all or any part of this agreement will not change or relieve your obligations under this agreement. This agreement is the entire agreement between us and defines all of the rights you have with respect to this agreement, except as provided by law, and you cannot rely on any other documents or statements by any sales or service representatives or other agents. If you purchase equipment, services or content from a third party, you may have a separate agreement with the third party; we are not a party to that agreement. The original version of this agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this agreement shall be in our sole reasonable discretion. Paragraphs marked "\*" continue after termination of our agreement with you.

**\* Disclaimer of Warranties.** EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH THE EQUIPMENT THAT YOU PURCHASE OR FINANCE FROM US, AND TO THE EXTENT PERMITTED BY LAW, THE EQUIPMENT IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE EQUIPMENT PURCHASED. WE DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

**\* Waivers and Limitations of Liability.** UNLESS PROHIBITED BY LAW, WE AND YOU EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES REGARDLESS OF THE THEORY OF LIABILITY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

**\* Indemnification.** You agree to defend, indemnify, and hold us and our affiliates, directors, officers, and employees harmless from any claims arising out of use of the equipment, breach of this agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account or that you allow to use your equipment.

**\* Notices and Customer Communications.** T-Mobile may contact you for any purpose and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other account or service-related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that we, and anyone contacting you on our behalf, may communicate with you in any manner, including through the use of pre-recorded or artificial voice, an automatic telephone dialing system, or an automatic e-mail system. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this paragraph. You further agree that all consents provided in this paragraph will survive termination or expiration of this agreement. To withdraw your consent, please notify T-Mobile. Notices from us to you are considered delivered when we send them to your device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. If you would like to designate a "Primary Telephone Number", please contact us. You may contact T-Mobile at [eipprogram@t-mobile.com](mailto:eipprogram@t-mobile.com), by calling 877-453-1304, or by writing to: EIP Program Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. Notices from you to us are considered delivered when you

send an email or 3 days after mailing to the addresses above.

To begin arbitration or other legal proceeding, you must serve T-Mobile's registered agent. T-Mobile's registered agent is Corporation Service Company and can be contacted at 1-866-403-5272.

**\* Choice of Law.** This agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state in which your billing address in our records is located, but not outside the U.S. If any provision of the agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**You acknowledge receipt of our Financial Privacy Policy. You also acknowledge receipt of a completely filled-in copy of this EIP agreement when you signed it.**

Buyer's Signature: \_\_\_\_\_

Date Signed: [date]

Seller's Signature: \_\_\_\_\_ T-Mobile Financial LLC \_\_\_\_\_

Date: [date]