

# Comcast Business Mobile Customer Agreement

Comcast Business Mobile will be provided to you (“you” and “your”) pursuant to the terms and conditions set forth in this Comcast Business Mobile Customer Agreement (this “Agreement”) and applicable law by Comcast OTR1, LLC, the entity offering Comcast Business Mobile services (“we”, “us”, “our”, “Comcast”, “Comcast Business” and “Comcast Business Mobile”). In this Agreement, you’ll find important information about the Service (as defined below), including our ability to make changes to the Service, and this Agreement’s terms, our liability, and how disputes between the parties must be resolved. This Agreement is subject to applicable tariffs, service guides, and posted policies and procedures.

**NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES AND CAN BE LOCATED IN THIS AGREEMENT UNDER THE HEADING “BINDING ARBITRATION.” UNLESS YOU HAVE OPTED OUT IN A TIMELY MANNER, THE ARBITRATION PROVISION REQUIRES THAT ALL DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

Comcast Business and Xfinity share certain resources and as such, you might notice that some portions of the Service reference Xfinity or Xfinity Mobile and you might experience duplicative or conflicting information intended for Xfinity Mobile customers. **In all cases, terms and conditions (including this Agreement), communications, and all other information referencing Comcast Business Mobile shall take precedence over any conflicting terms or information you might see online or otherwise receive from us that are meant for Xfinity Mobile customers, including without limitation information presented when you make a purchase through the Xfinity Mobile website.**

## Service

This Agreement governs (1) mobile calling, messaging and data services you purchase from us, including any optional or ancillary services, and any other services we designate (collectively, the "Service"), (2) any equipment that you purchase from us or we provide to you for use with your Service, such as a phone, handset, tablet, wearable or SIM card (individually or collectively "Device") and (3) any software, applications or code provided by Comcast to use the Service, including but not limited to, associated documentation and all updates and upgrades thereto. Additional terms and conditions for your Service and Devices can be found in offer materials available when you activate or online at <https://business.comcast.com/policies/mobile/terms-conditions> and are incorporated in this Agreement. All other services that you receive from an operating subsidiary or affiliate of Comcast Cable Communications, LLC or Comcast Corporation, including any Comcast Business Internet service, are subject to the applicable agreement between you and

Comcast related to those services. Additional charges for the Services may apply if at least one of the following services is not maintained by you: Business TV, Business Internet, or Business Voice.

## **Agreement Acceptance**

You accept this Agreement in any of the following ways: (a) agreeing in writing, by email, online, over the phone or in person; (b) activating your Service or Device; (c) using the Service; (d) paying for or acquiring Service or a Device; or (e) creating a Comcast Business Mobile online identity and account. If you purchase a Device from us and have not returned that Device pursuant to our return policy, you will be deemed to be using your Service and to have accepted this Agreement, even if you fail to activate your Service.

By accepting this Agreement, you are representing that you are at least 18 years old and are legally able to enter into an agreement. If you are entering into this Agreement for an organization, you are representing that you are authorized to bind that organization, and where the context requires, “you” means the organization. You agree that you are responsible for all users you allow to access or use the Services or Devices associated with your account, and payment of all charges incurred on your account by any user of your Service. By accepting, you agree to every provision of this Agreement, whether or not you have read it.

## **Service Cancellation**

You have fourteen (14) days from the shipping or retail purchase date to cancel the Service, return Device(s) and receive a refund. Also, you have fourteen (14) days to exchange your Device for another model (color, memory, etc.) or for an entirely different device. Unless you are under a term agreement, you may cancel a line, or multiple lines, of your Service without having to pay an early termination fee for the cancelled line(s) of your Service in accordance with this Agreement and our policies, which may be amended from time to time.

You also can return your Device to us in accordance with our Device return policy then in effect, which may be amended from time to time. You will be responsible for any applicable restocking fee as set forth in our Device return policy. See our Device Return Policy located at: <https://business.comcast.com/support/article/comcast-business-mobile/return-or-exchange-device-or-accessory>. Except as permitted under our Device Return Policy, you will continue to be responsible for any outstanding amounts due with respect to any Device even after the cancellation of any line of Service.

## **Coverage Area and Service Operation**

Customers with accounts created prior to April 22, 2026 can find information on their coverage area at <https://business.comcast.com/learn/mobile/network-coverage> and

customers with accounts created on or after April 22, 2026 can contact Comcast to find information about their coverage area (collectively, the “Coverage Area”).

Your Device uses radio transmissions to access your Service. If your Device is not in range of a transmission signal your Service may not work. Numerous things can affect the availability and quality of the Service, including the capacity available on the cellular network, your Device, terrain, buildings, foliage, and weather. Cellular service availability is determined by the operator of the cellular network and is not guaranteed. Actual speeds of the Service will vary. Features of your Service that rely on location information, such as E911 and GPS navigation, depend on your Device’s ability to acquire satellite signals (which typically are not available indoors) and cellular network coverage. While a Device is receiving a software update, you may not be able to use it until the software update is complete.

Your connection to Wi-Fi may also be impacted by a variety of factors, including your Device, interference (from other devices, buildings, or other wireless signals), your distance from the Wi-Fi hotspot, and the number of other users sharing the hotspot. Your Device may automatically connect to Wi-Fi hotspots, including the Wi-Fi network in (i) your business location that is connected to your Comcast Business Internet service; and (ii) your user’s home that is connected to Xfinity Internet service (in either case, “Internet Service”). You may disable the automatic Wi-Fi connection feature on your Device by turning it off using the “Settings” or an equivalent feature of your Device. While you can still manually connect to available Wi-Fi hotspots, disabling the automatic Wi-Fi connection feature may prevent you from using certain other Comcast Business Mobile features and may increase your monthly Comcast Business Mobile cellular data usage, and therefore your bill.

**IMPORTANT: IF YOUR INTERNET SERVICE IS SUBJECT TO A DATA USAGE PLAN, ALL DATA SENT OR RECEIVED BY YOUR DEVICE (INCLUDING RCS, SMS AND MMS MESSAGES) WHEN CONNECTED TO THE WI-FI NETWORK PROVIDED BY YOUR INTERNET SERVICE WILL COUNT TOWARDS YOUR MONTHLY INTERNET SERVICE DATA ALLOCATION, REGARDLESS OF THE COMCAST BUSINESS MOBILE SERVICE OPTION TO WHICH YOU ARE SUBSCRIBED.**

**Either the operator of the cellular network, or we, may elect to modify the cellular or Wi-Fi network and/or the manner in which the Service operates on such network at any time, including, but not limited to, changing the prioritization of traffic, establishing speed or usage limitations, or impacting other attributes of the Service. We will endeavor to provide you with advance notice of any change that we believe may materially affect your use of the Service but shall be under no obligation to do so. We encourage you to review our Comcast Business Mobile Broadband Disclosures from time to time at <https://business.comcast.com/policies/broadband-disclosures>.**

#### *Location Information*

Your Device can determine its (and your) physical, geographical location (“Location

Information”) and can associate Location Information with other customer data as described in the Privacy Policy located at <https://www.xfinity.com/privacy/policy>.

### *911 Calling and Emergency Alerts*

When making calls to a public-safety answering point (“PSAP”) from your Device, such as dialing 911, you should always be prepared to provide your location and your phone number. Unlike calls from a traditional wireline phone, a PSAP may not know the emergency caller’s location or phone number. Although some local emergency authorities have enabled enhanced 911 services (“E911” or “Enhanced 911”) that use Global Positioning System (“GPS”) satellites or other methods to determine callers’ locations, E911 does not always provide accurate location information. If your Device is indoors, cannot acquire a satellite signal, or otherwise cannot obtain your location, your location may not be automatically delivered to the PSAP. Also, the process of porting a phone number may limit the Services such that we may not be able to provide location services to the PSAP during that time.

Calls to 911 over Wi-Fi or a data connection also operate differently than traditional wireline calls to 911. Calls to 911 over Wi-Fi or data may not connect to the PSAP or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours, or by trained 911 operators. If your call connects to a PSAP, your location information and phone number may not be transmitted, and you may need to provide your location and other information to the PSAP. Calls to 911 may be limited or unavailable if your Device is set to Wi-Fi only mode and you are experiencing a power outage, any disruption in your Wi-Fi service, or if you are otherwise unable to access the Internet.

If you are deaf, hard of hearing, or speech disabled and need to reach emergency services, call 911 directly using TTY or a telecommunications relay service. Where possible, do not rely on 911 in the event of an emergency.

**If you make a 911 call, the 911 operator may see a phone number that is different from your personal phone number. There may be instances when the PSAP might not be able to call you back.**

### **Roaming Charges**

The Service may be used for international calling and roaming. Roaming occurs when your Device uses another provider’s radio access or cellular network. Use of the Service while roaming is dependent on the roaming carrier’s support of applicable cellular network technology and functionality. Sometimes roaming happens even when you are within your Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls, or calls that don’t connect) when roaming and your data may be limited or slowed. Your Service automatically provides you with cellular voice, data and SMS (text) roaming capabilities, and the ability to roam internationally in certain countries. You may or may not be informed that you are roaming, or of the associated costs.

If you use your Service outside of our U.S. coverage area, you may be subject to international roaming charges and fees, which may be higher than domestic charges. Your data service may be limited or slowed when roaming, including for excessive data charges. Check your plan to see if any international roaming is included. Comcast Business Mobile may make international service packages available to you that reduce or eliminate roaming charges.

## **Devices**

Your Device must comply with FCC regulations, be certified for use on the cellular network on which we provide your Service and be compatible with your Service. Please be aware that we may change your Device's software, applications, or programming remotely, with or without notice to you. This could affect your stored data, or how you have programmed or use your Device. By activating your Service that uses a SIM (Subscriber Identity Module), you agree that we own or license the intellectual property and software in the SIM, that we may change the software or other data in the SIM without notice, and that we may utilize any capacity in the SIM for administrative, network, business and/or commercial purposes. Please note that your Device is designed for Comcast Business Mobile and may not work with another cellular wireless network, or that other wireless carriers may not accept your Device on their cellular networks.

You are responsible for maintaining virus and other Internet security protections when accessing third-party products or services. You are free to download and use content and applications on your Device that are not provided by us, at your own risk. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. Comcast Business Mobile is not responsible for any third-party information, content, applications or services you access, download or use on your Device.

## **Lost or Stolen Devices**

It's important that you notify us right away if your Device is lost or stolen so we can suspend your Service to keep someone else from using it. We may add the Device to the national Lost and Stolen list to prevent your Device from being used on another cellular carrier's network. You may be held responsible for any charges incurred by a third party using your lost or stolen Device.

## **Privacy**

Please read the Privacy Policy located at <https://www.xfinity.com/privacy/policy> to learn how we use and share the information we collect about you ("Customer Information") when you subscribe to and use the Service and any Xfinity Mobile or Comcast Business application(s) used to access information about your account <https://www.xfinity.com/privacy/policy>.

## **Pre-Installed Operating System Software and/or Pre-Installed Applications**

Certain Devices purchased from us will include pre-installed applications and other proprietary software that manages Wi-Fi connections. Certain other devices will require you to download and install certain proprietary Xfinity Mobile or Comcast Business Mobile applications during start up and first use of your Device. All Devices we sell on which Android is installed will be delivered to you with Connection Manager pre-installed. Connection Manager does not have a user-interface and operates in the background, so you will not see an icon for Connection Manager on the screen of your Device and you will not be able to delete Connection Manager from your Device.

All Comcast Business Mobile applications and Comcast pre-installed software are subject to the Comcast Business Software License Agreement located at <https://business.comcast.com/terms/license> and the Privacy Policy located at <https://www.xfinity.com/privacy/policy> or successor URLs provided to you by Comcast Business Mobile.

There are some applications provided by us that are provided as a part of the Service and cannot be uninstalled from your Device. If you uninstall them, you will void the Device warranty and your Device may not work properly.

Third-party operating system software and pre-installed software not provided by Comcast or Comcast Business Mobile are subject to the licensing agreements of such third parties. We make no representation or warranty that any software or application pre-installed, downloaded, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect your Device from damage to its software, files, and data as a result of any such virus or other harmful feature.

## **Charges, Fees and Taxes**

You agree to pay all charges associated with your Service and Devices, including without limitation: activation and line set up fees; any taxes and fees on all included, and/or paid for, lines of service; monthly service charge for the data option for each of your lines; data usage; international calling, roaming, and any other features or services used on your account, you enable or subscribe to, including any third-party services; and all other applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on us, surcharges, permitted fees and cost recovery charges, for any programs in which we participate, including, but not limited to, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the Services. Please note that we may not always be able to notify you in advance of these charges. Additionally, you must pay for all Devices obtained from us, either in full at the time of purchase or, if available, subject to a Device payment plan.

We will charge you for all data and content sent or received by your Device(s) on your account using the Services (including any network overhead and/or Internet Protocol overhead associated with content sent or received) as well as resolution of Internet Protocol addresses from domain names even if you have exceeded your included amount of data in a given billing cycle. You will be charged, and must pay, for all data sent, received, consumed by and/or used on your account, including without limitation data consumed by applications (including any Xfinity, Comcast Business Mobile and Comcast applications), widgets, multi-media messaging, tethering, uploading, downloading, streaming content, Internet access (including accessing corporate intranets, email and individual productivity applications), GPS and location services, and Voice over Internet Protocol, either with or without any action by the user. Unless we specifically inform you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes (“GB”)—not in minutes/time. Data charges will be rounded up to the next whole unit (generally, per GB) as described in your Service offering, as such may be revised from time to time. For example, if one line on your account uses 1.1 GBs of data and the second line on your account uses 2.1 GBs of data during a bill cycle, you will be billed for 4 GBs of usage.

For call charges based on the amount of time used, we will round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press “Send” or the call connects to a cellular network and, for incoming calls, it starts when the call connects to a cellular network (which may be before it rings). Usage time may end several seconds after you press “End” or after the call disconnects. Usage cannot always be processed right away and may be included in a later bill.

For purposes of calculating applicable federal, state, and local taxes and fees your Comcast Business account service address will serve as your designated primary place of use for all Devices on your account. If you intend to use a Device at an alternate address, it is important that you update the primary place of use for your account by contacting us at (844) 963-0206 or such other number provided to you by Comcast Business Mobile.

You are responsible for paying all applicable transaction taxes and fees imposed or levied on any Device purchases. If purchased through a Device payment plan, state law may require that you pay all the applicable transaction taxes and fees at the time of purchase. If a refund of taxes and fees attributable to your Devices arises due to your breach of this Agreement or any other agreement between us, we shall be entitled to receive such refund (cash, credit, or offset) directly from the jurisdiction.

## **Billing**

Your Services are billed separately from any other Xfinity, Comcast Business, or other Comcast services you may have. Included lines of Service may be referenced on your Comcast Business bill, but all charges, including any taxes and fees on your included line(s) of Service will be reflected on your Comcast Business Mobile billing statement. However, Comcast reserves the right to change this billing convention and provide you with a consolidated bill with charges from other lines of business, upon written notice to

you.

You agree to pay all amounts due upon demand. You agree to pay any monthly Service charges. We will give you notice of applicable pricing at the time of your order or activation of your Service. If you receive the Services at a promotional rate, our then-current standard pricing will apply to you at the end of the promotional period. If you receive the Services under a minimum term agreement, we will charge you the specified price for the Services subject to the minimum term pricing for the duration of the minimum term agreement. All other pricing is subject to change at any time and from time to time. You agree to pay all other charges associated with the Service. These may include fees identified at the time of your order or imposed after you begin receiving Services. Some charges may not appear on your billing statement during the bill cycle when the charges were incurred. **YOU ARE RESPONSIBLE FOR PAYING ANY FEES AND TAXES (WHETHER IMPOSED ON YOU OR ON US) INCLUDING THOSE THAT BECOME APPLICABLE RETROACTIVELY.**

If you purchased a Device from us under a Device payment plan, please see that agreement for additional terms related to Device payments.

We generally bill you monthly for recurring monthly charges associated with your Service. **UPON REQUEST, YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGE, DEPOSITS, ACTIVATION FEES AND OTHER APPLICABLE CHARGES ON OR BEFORE THE DATE THAT WE PROVIDE THE SERVICE OR YOUR DEVICE.** We may require you to pay for your Service before we provide the Service to you. We may bill you for some services individually after we provide the Services to you, such as roaming or international calling.

We reserve the right to bill you for each line on your account separately if purchased and/or activated on different dates.

## **Changes to Pricing**

**Unless you are subject to a minimum term agreement with us, you are on a month-to-month agreement with us, and we have the right to change what we charge you for your Service upon written notice to you in accordance with the terms under the heading "Notice Methods for Changes to the Service or this Agreement." We do not need to provide you with notice of any change in pricing or fees that is related to a change in governmental or quasi-governmental taxes, fees, charges or assessments, in which case we may elect not to provide notice except where required by applicable law.**

Unless you are subject to a minimum term agreement with us, if you find any change to the pricing of your Service to be unacceptable, you have the right to cancel your Service. Your continued receipt of your Service for more than thirty (30) days after we deliver notice of change, however, will constitute your acceptance of the change. If you cancel your Service, you will be responsible for the immediate payment for the data usage on the

account through the date of cancellation and all outstanding fees and charges owed with respect to your Device(s), in accordance with the terms of your Device payment plan agreement.

## **Payments**

You must remain enrolled in our automatic payment program using a valid credit/debit card in order to activate and maintain your Service.

By enrolling in our automatic payment program, you authorize us to (i) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (ii) to initiate recurring charges from your specified credit card. The amount debited from your checking or savings account or charged to your credit card every month will be the then current balance on your Comcast Business Mobile account. Your current balance is the amount on your Comcast Business Mobile billing statement plus additional charges billed to your account after your billing statement was issued, less credits or payments posted to your account after your billing statement was issued. Once your enrollment is processed, all payments will be automatically withdrawn from your specified checking or savings account or charged to the designated credit card on the Comcast Business Mobile billing statement due date, unless you terminate your authorization in the manner described herein.

You agree to be bound by any rules your financial institution requires for preauthorized electronic funds transfers and/or the applicable card issuer agreement that your debit or credit card issuer requires for pre-authorized debit or credit card transactions. You are responsible for all fees charged by your financial institution associated with the pre-authorized payment option.

**YOU HAVE THE RIGHT TO TERMINATE YOUR AUTHORIZATION AT ANY TIME ONLINE BY LOGGING INTO YOUR MY ACCOUNT AT [HTTPS://BUSINESS.COMCAST.COM/](https://business.comcast.com/) AND TERMINATING AUTOMATIC PAYMENTS OR BY CALLING (844) 963-0206 AND TERMINATING YOUR AUTHORIZATION WITH A CUSTOMER ACCOUNT EXECUTIVE. HOWEVER, SUCH TERMINATION WILL RESULT IN US DISCONTINUING YOUR SERVICE AND YOU WILL BE RESPONSIBLE FOR THE IMMEDIATE PAYMENT FOR ALL CHARGES ON THE ACCOUNT THROUGH THE TERMINATION DATE AND ALL OUTSTANDING FEES AND CHARGES OWED WITH RESPECT TO YOUR DEVICES.**

We will make your monthly billing statement available to you online. We also will send you a billing message via email. You can access your bill by logging into your My Account at <https://business.comcast.com/>.

**WE WILL NOT BEAR LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED. YOU**

**AUTHORIZE US TO: (1) MAKE INQUIRIES AND RECEIVE INFORMATION ABOUT YOUR CREDITWORTHINESS FROM THIRD PARTIES, SUCH AS CREDIT BUREAUS AND COLLECTION AGENCIES; (2) MAINTAIN THIS INFORMATION UNDER YOUR ACCOUNT; AND (3) WHERE APPROPRIATE, DISCLOSE INFORMATION ABOUT YOU, YOUR ACCOUNT AND PAYMENT ACTIVITY TO THIRD PARTIES (INCLUDING BUT NOT LIMITED TO CREDIT BUREAUS AND COLLECTION AGENCIES) FOR REASONABLE BUSINESS PURPOSES.**

We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either us or consumer credit bureaus will be done in conformance with the requirements of all applicable state or federal laws.

### **Comcast Remedies for Late and Missed Payments**

We may bill you for fees, charges, and assessments related to late or non-payments if, for any reason, we do not receive payment for your Service or Device by the payment due date or you pay less than the full amount due for your Service or Device.

We do not anticipate that you will fail to pay for your Service or Device on a timely basis, and we do not extend credit to customers with respect to payment for Services or Devices. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance whether you will pay for your Service or Device on a timely basis, if ever; if you do pay late, when you will actually pay; and what costs we will incur because of your late payment or non-payment.

If we use a collection agency or attorney to collect money owed to us by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

If you fail to pay the full amount due for your Service or Devices then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all of the lines of your Service and you may be required to make immediate and full payment for any Devices that carries a balance.

If you resume your Service after any suspension or disconnection, we may require you to pay reactivation fees. These fees are in addition to all past due charges and other fees. Reactivation of your Service is subject to our credit policies, this Agreement and applicable law.

### **Disputed Charges**

We are committed to charging you accurately for the Services. You may always contact

us to discuss your bill and any charges. You must contact us within 120 days of the date on your bill, or you waive any disputes or credits, subject to applicable law and our binding legal obligations.

## **Electronic Bills and other Notices**

All bills and other notices related to your Service will be sent to you electronically; there is no paper option. You will receive the following categories of documents and information in electronic format only: (1) your monthly bill, (2) this Agreement and your Device payment plan agreement (if applicable), and (3) all other notifications, disclosures and other information that we are required by law to provide or make available to you in writing. All bills and other notices that we send to the current contact information you have provided will be deemed to have been received by you on the date we send them.

Our hardware and software requirements for access to, and retention of, the information being provided to you in electronic form are provided below. You must have access to a computer with an operating system among the types listed that is able to connect to the Internet using one of the browsers indicated. Your browser must support 128-bit encryption. If it does not meet these requirements, your browser should instruct you on how to upgrade. All of your billing statements and other required information provided to you in electronic form can be printed or saved electronically to your computer for your records. In order to print a copy of your billing statement or any other document we send, you must have one of the following operating systems and Internet browsers: Windows 7 or higher or Mac OS X 10.10 or higher, Microsoft IE 11.0 or higher, Firefox 37 or higher or Safari 8.0 or higher, Chrome v.42 and higher, and a working printer that is compatible with, and properly connected to, your computer. If you use spam filters for your emails, please add the Comcast Business Mobile email address to your approved senders list.

If we make material changes to the hardware or software requirements listed above, we'll contact you and provide you with an explanation of the revised hardware or software requirements necessary for your access and retention of such records and will ask you to confirm your consent to receipt of such records in electronic format only. By providing your consent, you are confirming to us that you are able to access all of the documents, records, and information described in electronic form.

## **Responsibility for Unintended Charges**

YOU ARE RESPONSIBLE FOR ALL CHARGES TO YOUR ACCOUNT, REGARDLESS OF WHETHER THE CHARGES ARE AUTHORIZED BY YOU, AND MUST MAKE REASONABLE EFFORTS TO MAINTAIN THE SECURITY OF YOUR ACCOUNT. USE CARE WHEN ALLOWING ANOTHER PERSON, INCLUDING A CHILD, TO USE DEVICES ON YOUR ACCOUNT AND IN SHARING ACCESS TO YOUR ACCOUNT OR ACCOUNT SECURITY INFORMATION. You are obligated to pay all charges incurred by you, or any other user of any Device associated with your account. Many services and applications are accessible on or through your Device, including purchases of games, movies, music and other content. The amount and frequency of the charges

will be disclosed to you or the person using your Device or a Device associated with your account at the time a purchase is made. If a user of your Service chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. For other services and applications, you may incur charges from third-party providers, including, but not limited to, accessing online services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options that are separate and apart from the amounts charged by us. Charges may be one-time or recurring. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions. We may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party; you must address all such disputes directly with the third party. To the extent that you believe that your account was the subject of fraud, you are required to promptly notify us at 888-936-4968 within thirty (30) days of the disputed charge appearing on your bill or you are receiving notice of an irregularity through some other means, whichever is sooner. You agree to fully and honestly cooperate with us in any investigation into your allegations of fraud. If the investigation concludes that fraud on your account has occurred, you will not be responsible for the fraud-related charges. If the investigation concludes that no fraud has occurred or that you participated in actions to defraud us, you will be responsible for the charges and may be liable for additional damages.

## **Refunds**

If we provide a refund to you, we, in our sole discretion, will choose the manner in which your refund is paid to you, which may include a credit to your account, a virtual prepaid card, plastic prepaid card, check or other method. We will provide more information on the method of providing your refund when we send it to you.

## **Phone Number Transfer**

If you want to take or “transfer” an existing telephone number to Comcast Business Mobile, you will need to fill out the number transfer information on the activation page. The time it takes to port your number to Comcast Business Mobile may be affected by the accuracy of the information you provide, and we make no guarantees for the time required to transfer. If you transfer a number to us, we may not be able to provide some services right away, such as 911 location services.

If you transfer a number to another service provider from us, we’ll treat it as though you asked us to cancel your Service for that number. After the transfer is completed, you won’t be able to use your Service for that number, but you’ll remain responsible for all fees and charges incurred through the date of cancellation, *i.e.*, the date the number was transferred from Comcast Business Mobile. You do not have any rights to your wireless

phone number except for any right you may have to port it.

By porting a number into or out of Comcast Business Mobile, you are making affirmative representations that you are the person or entity to whom that number is assigned and that you have the authority to port the number. Further, it is your intention for Comcast Business Mobile to rely on your representations when completing your requested number transfers.

## **Notices and Customer Communication**

**You agree that Comcast Business Mobile or third parties acting on our or their behalf may call or text you at your Comcast Business Mobile telephone number or email you at the email address that you provide to us or that we issue to you and may do so for any purpose relating to your account and/or the Service to which you subscribe. You expressly consent to receive these calls, texts, and emails on your Device and agree that they are not unsolicited. You understand and acknowledge that calls and texts may use an automatic telephone dialing system and/or artificial (including artificial-intelligence-generated) or prerecorded voice. If you do not wish to receive these calls and texts, visit your My Account site to manage your communication preferences. You understand and acknowledge that this is the exclusive means of opting out of these communications. You may not opt-out of receiving certain communications pertaining to your account, including, but not limited to, communications regarding emergencies, fraud or other violations of law, security issues, and harms caused to the network. Message frequency depends on your activity with your Service. Message and/or data rates may apply. You will not be charged for any notifications from us that you receive to your Device.**

## **BINDING ARBITRATION**

**(a) Purpose.** If you have a Dispute (as defined below) with Comcast that cannot be resolved through an informal dispute resolution process between the parties set forth in paragraph (d), you or Comcast shall arbitrate that Dispute in accordance with the terms of this arbitration provision (“Arbitration Provision”) rather than litigate the Dispute in court. Arbitration means the parties will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

**(b) Definitions.** The term “Dispute” means any and all claims or controversies arising out of or related to any aspect of your relationship with Comcast, including, but not limited to, any and all: (i) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (ii) claims or controversies that arose before this Agreement or any prior agreement;

(iii) claims or controversies that arise after the expiration or termination of this Agreement; and (iv) claims or controversies that are the subject of

purported class, collective, or representative action litigation. However, these terms do not apply to any Dispute as to which you have personally initiated a lawsuit or arbitration prior to agreeing to this Arbitration Provision. As used in this Arbitration Provision, "Comcast" means Comcast and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents; and "you" means you and any users or beneficiaries of the Services.

**(c) Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE YOU EXECUTED THIS AGREEMENT BY VISITING, WHEN AVAILABLE, [www.xfinity.com/commercialarbitrationoptout](http://www.xfinity.com/commercialarbitrationoptout) OR BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/COMMERCIAL SERVICES ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND COMCAST ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT YOU DOES NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICE(S) TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF ITS DECISION TO OPT OUT OF ARBITRATION, YOU NEED NOT PROVIDE NOTICE AGAIN.**

**(d) Initiation of Arbitration Proceeding/Selection of Arbitrator.** Before either party initiates an arbitration proceeding, that party must first provide an opportunity to resolve the Dispute by sending the other party a written Notice of Dispute ("Notice"). You may download a Notice form at [www.xfinity.com/nod](http://www.xfinity.com/nod). You may send the completed Notice by U.S. mail to Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN; LEGAL DEPARTMENT/ARBITRATION, or submit the completed Notice electronically by following the instructions at [www.xfinity.com/nod](http://www.xfinity.com/nod). Comcast may send you the completed Notice by sending you the Notice by mail to the address on the account or by email at the email address we have on file for your account. The Notice must include all of the information requested on the Notice form, including, as applicable: (i) the noticing party's name; (ii) the relevant Comcast account number(s) and the relevant Service Location(s); (iii) the Services (if any) to which the Dispute pertains; (iv) a description of the nature and basis of the Dispute; (v) an explanation of the specific relief sought and the basis for any damages calculations; (vi) the noticing party's signature; and (vii) if you have retained an attorney, a signed statement authorizing Comcast to disclose your confidential account records and other information to your attorney if necessary to resolve your Dispute. You and Comcast each agree to negotiate to resolve the Dispute

in good faith, and that neither you nor Comcast may initiate an arbitration proceeding unless you and Comcast are unable to resolve the Dispute within 60 days of the other's receipt of a complete Notice that includes all of the foregoing information. If you or Comcast sends an incomplete Notice, the 60-day good faith negotiation period will begin only after the complete Notice is received by you or Comcast. During the 60-day good faith negotiation period, we will meet via telephone or videoconference, in a good-faith effort to confer with each other and try to informally resolve the Dispute. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference personally. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. Any statute of limitation relevant to a Dispute under applicable law shall be tolled from the date of receipt of a completed Notice, through and including the foregoing negotiation period, and continuing until final resolution of any arbitration proceeding, unless the party providing the Notice of Dispute withdraws or abandons the Dispute at any point, or the arbitration proceeding is withdrawn or dismissed. Failure to complete the requirements of the 60-day good faith negotiation period is grounds for dismissal of any arbitration proceeding, described below.

Any Dispute that the parties cannot resolve through the 60-day good faith negotiation period must be brought on an individual basis and will be resolved exclusively by final and binding arbitration ("Arbitration") before an arbitrator mutually selected by the Parties (the "Arbitrator"). You may initiate an Arbitration by sending a demand that includes all of the information required in the Notice to: Comcast, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT/ARBITRATION.

The parties will meet and confer in good faith to select an Arbitrator and applicable fee schedule subject to subsection (h) below. The Arbitrator must have experience with the subject matter of the Dispute. For purposes of this Section, good-faith meet-and-confer efforts require that each party propose at least three arbitrators who meet the qualifications described in this Agreement. If, after 60 days of good faith meet and confer efforts, the Parties are unable to agree on an arbitrator, either Party may petition the state or federal courts in the county and state where your business is located, to appoint an arbitrator meeting the requirements herein from the arbitrators proposed by the parties.

Either you or Comcast may initiate an arbitration proceeding by opening a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, [www.adr.org](http://www.adr.org) under the 8 V. 41 Commercial Arbitration Rules of the American Arbitration Association "AAA" and sending a demand to the AAA that includes all of the information required in the Notice. You may deliver the demand, or otherwise notify Comcast regarding the arbitration proceeding, by mail addressed to 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 - ATTN: LEGAL DEPARTMENT.

**(e) Arbitration Procedures.** Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered pursuant to the most recent version of the American Arbitration Association (“AAA”) Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the “AAA Rules”), with the exclusion of any associated fee schedules and as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. The selection of the AAA Rules is meant to govern procedural issues only, and such selection does not mean that AAA will administer the Arbitration or appoint the Arbitrator. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. A single Arbitrator will resolve the Dispute. Unless you and Comcast agree otherwise, any Arbitration hearing will take place at a location convenient to you in the area where you receive Services from us. If you no longer receive Services from us when you notify us of your Dispute, then any Arbitration hearing will take place at a location convenient to you in the county where your business is located when you notify us of your Dispute, provided that we offer Services in that county, or in the area where you received Services from us at the time of the events giving rise to your Dispute. The parties may mutually agree that the Arbitration be conducted via electronic or telephonic means, including via the submission of documents only through a desk Arbitration as described in the AAA Rules. The Arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The Arbitrator shall issue a reasoned written decision that explains the Arbitrator’s essential findings and conclusions. The Arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing.

**(f) Location of Arbitration.** The arbitration will take place at a location convenient to you in the area where you receive Services from Comcast.

**(g) Payment of Arbitration Fees and Costs.** IF THE ARBITRATOR FINDS THAT THE COSTS AND FEES OF AN ARBITRATION YOU INITIATE WILL BE PROHIBITIVE FOR YOU AS COMPARED TO THE COSTS OF LITIGATION, WE WILL PAY AS MUCH OF YOUR FILING, ARBITRATOR, AND HEARING FEES IN THE ARBITRATION AS THE ARBITRATOR DEEMS NECESSARY TO PREVENT THE ARBITRATION FROM BEING COST PROHIBITIVE, REGARDLESS OF THE OUTCOME OF THE ARBITRATION. HOWEVER, IF THE ARBITRATOR FINDS THAT YOUR DISPUTE WAS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)), YOU SHALL REIMBURSE US FOR ANY FEES AND COSTS THAT WERE ADVANCED BY US ON YOUR BEHALF. YOU MAY HIRE AN ATTORNEY TO REPRESENT YOU IN ARBITRATION. YOU ARE RESPONSIBLE FOR YOUR

ATTORNEYS' FEES AND ADDITIONAL COSTS. YOU MAY ONLY RECOVER YOUR ATTORNEYS' FEES AND COSTS IN THE ARBITRATION IF (I) THE ARBITRATION IS DECIDED IN YOUR FAVOR AND TO THE EXTENT THAT YOU COULD HAVE RECOVERED THOSE FEES IN COURT IN ACCORDANCE WITH THE LAW OR STATUTE(S) THAT APPLY TO THE CASE OR (II) THE ARBITRATOR FINDS THAT ANY DISPUTE WE BRING AGAINST YOU WAS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(B)). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

**(h) WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS/RELIEF.** THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED (i) ON A CLASS ACTION, COLLECTIVE ACTION OR (ii) ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. EACH PARTY MAY PROCEED AS TO ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM, AND THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THIS WAIVER OF CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS AND RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

**(i) Severability.**

- (i) If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.
- (ii) In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**(j) Exclusions from Arbitration.** YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) DISPUTES RELATING TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

**(k) Continuation.** This Arbitration Provision shall survive the termination of your Agreement with Comcast and the provisioning of Service(s) thereunder.

#### **WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS/RELIEF**

IN ADDITION TO, AND NOTWITHSTANDING BINDING ARBITRATION SUBSECTION (h) ABOVE, AND TO THE EXTENT ALLOWABLE AND NOT PRECLUDED BY THE LAW OF THE STATE IN WHICH YOU RESIDE, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED (a) ON A CLASS ACTION, COLLECTIVE ACTION, OR (b) ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. EACH PARTY MAY PROCEED AS TO ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A (c) PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR (d) REPRESENTATIVE OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

#### **INDEMNIFICATION**

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST BUSINESS MOBILE AND OUR PARENTS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, ASSIGNS, AFFILIATES, SUPPLIERS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AND AGENTS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF: (I) THE LACK OF 911/E911 OR DIALING OR TEXTING; (II) ANY USE OF YOUR SERVICE OR YOUR DEVICES; (III) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL

PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR OR ANY USERS' USE OF YOUR SERVICE OR DEVICES; (IV) BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE ACCEPTABLE USE POLICY; (V) YOUR OR ANY USERS' VIOLATION OF ANY LAWS OR REGULATIONS; OR (VI) VIOLATION OF THE RIGHTS OF ANY THIRD PARTY BY YOU OR ANY USERS OF YOUR SERVICE. YOUR INDEMNIFICATION OBLIGATIONS WILL SURVIVE ANY TERMINATION OF THE SERVICE OR THIS AGREEMENT.

## **DISCLAIMER OF WARRANTIES**

TO THE EXTENT PERMITTED BY LAW, YOUR SERVICE AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR SERVICE, DEVICES, OR ANY APPLICATIONS YOU ACCESS THROUGH YOUR DEVICE. WE DO NOT WARRANT THAT YOUR DEVICE OR SERVICE WILL WORK PERFECTLY OR BE FREE FROM ERRORS, INTERRUPTIONS OR VIRUSES. WE DO NOT WARRANT THAT YOUR DEVICE WILL NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS, OR THAT IT WILL NOT BE NEGATIVELY AFFECTED BY NETWORK-RELATED MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITIES. WE DO NOT WARRANT THAT VOICEMAILS, MESSAGES, OR ANY OTHER INFORMATION (INCLUDING VIDEOS AND PICTURES) WILL BE PRESERVED. WE DO NOT WARRANT THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE. IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

## **WAIVERS AND LIMITATIONS OF LIABILITY**

FOR PURPOSES OF THIS LIMITATION OF LIABILITY PROVISION, "US", "WE" AND "OUR" INCLUDES COMCAST OTR1, LLC AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AND AGENTS.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DAMAGES ARISING OR RESULTING FROM ACTS OF GOD (FOR EXAMPLE, EARTHQUAKES OR WEATHER-RELATED PHENOMENA), RIOTS, STRIKES, WARS, TERRORISM, OR GOVERNMENT ORDERS OR ACTS.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DAMAGES ARISING OR RESULTING FROM LOST OR DELETED CONTENT, INFORMATION, MESSAGES OR VOICEMAILS OR A FAILURE IN CONNECTING A CALL OR TEXT TO 911 OR ANY OTHER EMERGENCY SERVICE. YOU ACKNOWLEDGE AND UNDERSTAND THE

**IMPORTANCE OF BACKING UP YOUR DEVICES, INCLUDING ALL FILES USING A SEPARATE STORAGE MECHANISM AND YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.**

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OR RESULTING FROM ANY FAILURE OF, INTERRUPTION IN OR DISRUPTION TO THE SERVICE.**

**TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, OR LOST GOODWILL OR BUSINESS OPPORTUNITIES), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE GREATER OF: (1) \$2,500; OR (2) THREE TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE BY YOU TO US PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH SHALL NOT APPLY TO INJURIES: (1) TO THE BODY OR PERSON; OR (2) CAUSED BY OUR WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS.**

**TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THESE LIMITATIONS SHALL SURVIVE THE TERMINATION OF SERVICE AND THIS AGREEMENT.**

**YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. FOR BILLING DISPUTES, SUBJECT TO APPLICABLE LAW AND OUR BINDING LEGAL OBLIGATIONS. YOU MUST NOTIFY US WITHIN 120 DAYS OF THE DATE ON THE BILL YOU ARE DISPUTING OR YOU WAIVE THE RIGHT TO DISPUTE THE BILL.**

### **Unauthorized Use of Devices**

Devices and Service are provided exclusively for use by your business. The unauthorized acquisition, unlocking or resale of your Device constitutes a violation of your Agreement with us and invalidates any warranties that may come with your Device. While this

Agreement remains in effect and you are bound by its terms and conditions, you agree that the Devices activated on your Service account will be maintained for your business's use only, and not for resale of any kind.

You agree not to engage in any unauthorized or illegal use of your Devices or the Service, or assist others in such acts, or to sell and/or export Devices provided for use with the Service. Obtaining Devices from us through fraud or other unlawful means or for purposes other than use on our Service is an express and material violation of this Agreement and of Comcast Business Mobile's rights. You agree not to unlock, root, re-flash, jailbreak, tamper with or alter the build state of your Device in a manner which conflicts with our Unlocking Policy, which can be found by visiting <https://business.comcast.com/support/article/comcast-business-mobile/unlock-mobile-phone>. Such efforts may result in the inability to unlock your Device, maintain your Device's unlocked state, connect to the Service, or otherwise cause your Device to malfunction and void your warranty. Violations of these provisions may result in legal action, as well as the immediate suspension or termination of your Service. You agree that any violation of this Section or other unauthorized resale of a Device shall, in addition to all other remedies, entitle Comcast Business Mobile to recover its investment in the Device (including all sales, marketing, and other costs), plus the expected revenue that Comcast Business Mobile would have received if the Device had been used as intended.

If your Device has a SIM card, you agree to safeguard your SIM card and not to resell it or allow any unauthorized person to use your SIM card. You agree not to alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of your SIM card, or to allow any other person to do so. Any violation of the restrictions on the use of your SIM card that are contained in this Section may result in the immediate termination of your Service without notice.

## **Comcast Business Mobile's Rights to Limit or End my Service or this Agreement**

While this Agreement remains in effect, we can, without notice, limit, suspend or cancel your Service or access to any or all lines on your account or any agreement with you for any good cause, including, but not limited to, if (1) you or any user of your Service or Devices, whether or not such user is authorized by you: (a) breach this Agreement; (b) use your Service for any illegal purpose, or in violation of any federal state or local law, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) are ineligible to use the Service or any Devices; (f) steal from or lie to us; (g) do not pay your bill on time; (h) do not remain enrolled in our automatic payment program with a valid debit/credit card; (i) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (j) provide credit

information we can't verify; or (k) are unable to pay us or go bankrupt; or (2) if you, any user of your Devices or any line of your Service on your account, whether or not such user is authorized by you: (a) resell or attempt to resell your Services or Devices; (b) defraud, attempt to defraud, threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (c) interfere with our operations; (d) "spam" or engage in other abusive messaging or calling; (e) modify your Device from its manufacturer's specifications; (f) unlock, root, re-flash, jailbreak, tamper with or alter the build state of your Device in a manner which conflicts with our Unlocking Policy; (g) modify, alter, copy, remove, or delete any of our software or other intellectual property contained in your Device or (h) use your Service in a way that negatively affects our network or other customers, or interferes with our ability to provide the Services to you or others. We can also temporarily limit your Service for any operational or governmental reason. You acknowledge that you are accepting this Agreement on your and your organization's behalf and on behalf of all persons who use the Service and Devices on your account, and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our acceptable use and privacy policies. Our action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Services or information transmitted by or to you or other users.

## **About this Agreement**

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. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may assign our rights and obligations under this Agreement or any debt you owe us without notifying you. Please note that many notices we send to you will show up as messages on your monthly billing statement. Those notices will be deemed received by you when your online bill is available for viewing. If we send other notices to you, they will be considered received immediately if we send them to your Device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest billing statement.

If any part of this Agreement, including anything regarding the arbitration process (except for the prohibition on class actions by arbitration as explained above), is ruled invalid, that part may be removed from this Agreement. This Agreement and the documents it incorporates form the entire agreement between you and us. You cannot rely on any other documents, or statements by any employees or authorized agents, including sales or customer service representatives, and you have no other rights regarding your Service or this Agreement. This Agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, predecessors and successors in interest. You shall not be deemed a third-party beneficiary of any agreement between us and any wireless service supplier.

This Agreement and any Disputes covered by it are governed by applicable federal law

and the laws of the state in which your service address in our records is located, without regard to the conflicts of laws and rules of that state. Foreign laws do not apply. Arbitration or court proceedings must be in the county and state in which your service address in our records is located, but not outside the U.S. If any provision of this Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

- a. Age: You are at least 18 years of age.
- b. Your Information: You have provided us with information that is accurate, complete and current, including without limitation your legal name and, if applicable, the name of the legal entity you represent, address, email address, telephone number(s), and payment data (including without limitation information provided when authorizing recurring monthly charges). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR YOUR SERVICE OR DEVICE(S), THESE OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND, IF APPLICABLE, RETURN ALL DEVICES. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.
- c. You have the authority to enter into this Agreement and add lines of Service and Devices to a Comcast Business Mobile account on behalf of yourself or the entity you represent.

We are not responsible for any information provided by you to third parties, and that information is not subject to the privacy provisions of this Agreement or the privacy notice for your Service. You assume all privacy, security, and other risks associated with providing any individual with access to your Device(s) or providing any information, including CPNI (Customer Proprietary Network Information) or personally identifiable information, to third parties via your Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

Comcast Business Mobile and related documents are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos, and domain names

(collectively “Marks”) and our affiliates are and shall remain ours and our affiliates’ exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the Marks.

You agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further agree not to use your Devices or your Service in any way that violates any provision of such laws or their implementing regulations.

Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement or any line of Service for any reason, we and our suppliers and licensors reserve the right to delete all your data, files, electronic messages or other information that is stored on our or our suppliers’ or licensors servers or systems. In the event you cancel your Service without porting your telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

## **Notice Methods for Changes to the Service of this Agreement**

We may deliver any notice concerning our relationship with you, including notice of any change to your Service or this Agreement, in any one or more of the following ways, as determined in our discretion: (1) by posting it on <https://www.xfinity.com/mobile/business/policies>, <https://business.comcast.com/policies/mobile/terms-conditions>, or any other website about which you have been notified; (2) by mail or hand delivery to the Service address on your account; (3) by e-mail to the address for your account in our records; (4) by including it on or with your bill for your Service; (5) by posting to your account on the Comcast Business Mobile My Account portal or application; or (6) by SMS to your Comcast Business Mobile phone number. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding your Service and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, and all postings at <https://www.xfinity.com/mobile/business/policies>, <https://business.comcast.com>, or any other website about which you have been notified. If you find any change to this Agreement to be unacceptable, you have the right to cancel your Service. Your continued receipt of your Service for more than 30 days after we deliver notice of change, however, will constitute your acceptance of the change.

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