

1. Comcast Business Mobile Customer Agreement

Comcast Business Mobile will be provided to you (“you” or “your”) under 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 (“we”, “us”, “our”, or “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.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S) AND WHICH CAN BE LOCATED IN THIS AGREEMENT UNDER THE HEADING “BINDING ARBITRATION.” YOU MAY ELECT TO OPT OUT OF ARBITRATION IN ACCORDANCE WITH THE TERMS OF THE BINDING ARBITRATION PROVISION. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

You are among the first Comcast Business Mobile customers and, as we continue to launch Comcast Business Mobile, 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 or, where applicable, the Xfinity Mobile for Business Pilot 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

The Service provided by Comcast Business Mobile includes voice calling, messaging and data, and any optional services you purchase from Comcast Business Mobile, such as international calling (countries that are excluded from our international calling service can be found at <https://www.xfinity.com/mobile/plan/international>) and roaming for which additional fees or higher rates may apply (collectively, the “**Service**”) and 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 (collectively, a “**Device**”). Additional terms and conditions for your Service can be found in offer materials available when you activate or online at <https://www.xfinity.com/mobile/business/policies>, 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 (“**Comcast**”), including any Xfinity and/or Comcast Business service(s), are subject to the applicable agreement between you and Comcast related to those services. If you are agreeing to be personally liable for this account,

you represent that you have an ownership interest in a business that, as of the date of this Agreement, subscribes to at least one of the following Comcast services: Business TV, Business Internet, or Business Voice. In addition, you understand that additional charges may apply if your subscription to at least one of the foregoing services is not maintained.

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) opening a package that says you are accepting by opening it; (c) activating your Service; (d) using the Service; (e) paying for or acquiring Service or a Device; or (f) creating a Comcast Business Mobile online identity and account. If you fail to activate Service within thirty (30) days after you purchase a Device, and have not returned that Device pursuant to our return policy or cancelled this Agreement pursuant to the Service Cancellation section, you will be deemed to be using your Service, and to have accepted this Agreement.

By accepting this Agreement, you are representing that you are at least 18 years old and are legally able to accept an agreement. If you are accepting 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 (i) a breach of this Agreement by any user(s) you allow to access or use the Services or Devices associated with your account (“**Authorized User(s)**”); and (ii) payment of all charges incurred on your account by all users (including without limitation, Authorized Users) of your Service. By accepting you agree to every provision of this Agreement whether or not you have read it.

Xfinity Mobile for Business Pilot:

This section applies only to Pilot participants.

If you are a participant in the Xfinity Mobile for Business Pilot (the “**Pilot**”), this Agreement will govern your receipt and use of the Service as described herein and, effective on the date notice of this Agreement is sent to You via email, replaces the Xfinity Mobile for Business Pilot Customer Agreement, in its entirety.

During the Pilot Term, please contact us at (844) 963-0246 for all billing and support issues related to your Service.

To the extent of any conflict between the terms of this “Xfinity Mobile for Business Pilot” section and the remaining terms of this Agreement, the terms of this section shall prevail.

You agree, during the term of the Pilot, to have your Authorized User(s) (defined below) use the Service regularly in order to gain experience with the Service sufficient to provide Comcast Business Mobile with information, data, and feedback with respect to the Pilot (collectively, “**Feedback**”), as requested by Comcast Business Mobile. Such feedback may include participation in telephone interviews, telephone or written (web-based) surveys, and the submission of written comments or communications on a website. By providing Feedback to Comcast Business Mobile, you agree that Comcast Business Mobile owns all intellectual property in such Feedback. It is important that Comcast Business Mobile be able to communicate with you regularly about changes to the Service or other issues that arise.

Accordingly, you agree to provide Comcast Business Mobile with your applicable representatives' e-mail addresses for purposes of engaging in these types of communications and Pilot support.

Without the prior written approval of Comcast Business Mobile, you agree not to provide any Feedback or information or opinions about the Pilot, Services, or Devices to any party other than Comcast Business Mobile. You acknowledge that, in addition to any other remedies available under law or in this Agreement, Comcast Business Mobile will be entitled to injunctive relief to protect itself against unauthorized disclosures by you. This obligation will survive the expiration or termination of the Pilot.

The term of the Pilot shall begin on the date you accept this Agreement and shall continue through December 31, 2021, unless Comcast Business Mobile notifies you otherwise (“**Pilot Term**”). Upon the expiration of the Pilot Term, if neither you nor Comcast Business Mobile has cancelled your Service, the terms of this Agreement other than this “Xfinity Mobile for Business Pilot” section shall continue in full force and effect.

Comcast Business Mobile may, at its discretion: (i) extend or shorten the Pilot Term; (ii) terminate the Pilot; or (ii) terminate your participation in the Pilot, in whole or part, upon written or electronic notice to you.

With or without notice, Comcast Business Mobile reserves the right to change, add or delete features, functionalities or services offered through the Pilot.

Service Cancellation

You have 14 days from the shipping or retail purchase date to cancel wireless service, return device(s) and receive a refund. 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 our policies, which may be amended from time to time.

You also can return your Device to us in accordance with our return policy, which may be amended from time to time. You will be responsible for any applicable restocking fee as set forth in our return policy. See our Return Policy located at: www.xfinity.com/mobile/support/article/returns-and-exchanges .

Coverage Area and Service Operation

Information on available coverage area is available at www.xfinity.com/mobile/network-coverage (the “Coverage Area”).

Wireless devices use radio transmissions to access your Service. If your Device isn't in range of a transmission signal the Service may not work. Many things can affect the availability and

quality of the Service, including network capacity, 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 a 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 Authorized 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" 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 features and may increase your monthly data usage.

IMPORTANT: IF YOUR INTERNET SERVICE IS SUBJECT TO A DATA USAGE PLAN, ALL DATA SENT OR RECEIVED BY YOUR DEVICE (INCLUDING 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 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.

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're within the Coverage Area. There may be higher rates and extra charges (including charges for long distance, tolls, or calls that don't connect) for international calling or when roaming. Your Service automatically provides you with cellular voice and SMS (Text) roaming capabilities, and the ability to roam internationally in certain countries and others upon election. If you do not wish to have international calling or SMS (Text) roaming enabled on your Device you may contact Comcast Business Mobile to request that these services be blocked. The Service does not automatically include data roaming capabilities outside of the Coverage Area. If you wish

to have data roaming capabilities outside of the Coverage Area enabled on your Device you may contact Comcast Business Mobile to request that this feature be enabled. You might or might not be informed that you are roaming, or of the associated costs.

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) card, you agree that we license or own the intellectual property and software in the SIM card, that we may change the software or other data in the SIM card without notice, and that we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. Please note that your Device may not work with another cellular wireless network and 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. There are some applications provided by us that are provided as a part of your Service and cannot be uninstalled from your Device.

Device Protection Plans

You may choose to purchase a protection plan for your Device (a "Device Protection Plan") with your Service. Your Device Protection Plan may provide replacement, repair and/or technical assistance services for your Device. In general, a device protection plan covers issues that aren't covered by the manufacturer's warranty (e.g., loss, theft or physical damage). It also may cover certain defects after the manufacturer's warranty expires. Information on the Device Protection Plans available from us, including, coverage and eligibility may be found at www.xfinity.com/mobile/support/article/protection-plan-details. You also may choose to purchase a device protection plan or insurance from a third party.

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. We may add the Device to the national Lost and Stolen list, to prevent your Device from being used on another carrier's network. You may be held responsible for charges incurred by a third party using your lost or stolen device.

Privacy

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

Pre-Installed Operating System Software and Pre-Installed Xfinity Mobile and Comcast Business Mobile Applications

Certain devices purchased from us will include pre-installed applications such as the Xfinity Mobile or Comcast Business Mobile application and the Xfinity Mobile or Comcast Business Mobile Voicemail application as well as 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 (such as, for example, the Xfinity Mobile Voicemail application and the Xfinity Mobile application). 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 Xfinity Mobile and Comcast Business Mobile applications and Comcast pre-installed software are subject to the Comcast Software License located [here](#) and the Privacy Policy located at <https://www.xfinity.com/privacy/policy> or successor URLs provided to you by Comcast Business Mobile. Third party operating system software and pre-installed software not provided by Comcast or Comcast Business Mobile is 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 solely your 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 incurred through the use of your Services, including without limitation: any taxes and fees on all included, and or paid for, lines of service; data usage; international calling, roaming, and any other features or services used on your account, services that you enable or to which you subscribe, including any third party services; and all 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. YOU ARE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES, TAXES, AND SURCHARGES, EVEN IF THEY BECOME APPLICABLE RETROACTIVELY. Please note that we may not always be able to notify you in advance of these charges. Additionally, you must pay for Device(s) obtained from us, either in full at the time of purchase or subject to a Comcast Business Mobile Device Payment Plan.

Your Services are billed separately from any other Xfinity, Comcast Business, and/or 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. Generally, you will be billed monthly, in advance, for your recurring Service and Device charges (line of service fees and/or associated taxes, service plan fees, prepaid usage, Comcast Business Mobile Device Payment Plan and any Device Protection Plan you purchase) and in arrears for usage charges (data, international calling, roaming). Charges for roaming and international calling may not appear on your billing statement during the bill cycle when the calls and/or data usage were incurred due to delays in receiving and rating such records. You agree to pay the charges on the billing statement. If you receive your Service under a pilot, promotion, or a term agreement, then after the promotional period or term ends, the then-current market prices for your Service will apply if you have not already cancelled your Service.

For purposes of calculating applicable federal, state, and local taxes and fees your Comcast 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.

We will charge you for all data and content sent or received by your Devices 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 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.

Depending on your chosen Service option, usage may be charged on a pay-as-you go basis per GB or on a fixed price plan, which may be subject to limitations on the amount or speed of data usage.

For call charges based on the amount of time used, we'll round up any fraction to the next full minute. For outgoing calls, usage time starts when you first press "Send" or otherwise initiate the call from your Device 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 disconnect or terminate the call. Usage cannot always be processed right away and may be included in a later bill.

Unless you are subject to a term arrangement with us, your Service is provided to you on a month-to-month basis. Your account has one bill cycle for your Service, including any Comcast Business Device Payment Plan charges. The account commencement date, which establishes the bill cycle date for your account, is the earlier of the date on which the first Device on your account is activated, or 7 days after the first order on your account is shipped or purchased in the retail store; provided, however, that if the account commencement date falls on the 29th, 30th, or 31st day of the calendar month, your bill cycle date will be 1st of the month. Here's an example: if the first order on your account ships on the 10th day of the month, and you activate a line of Service in that order on the 12th day of the month, the bill cycle for your account is the 12th day of every month. In the off chance that you don't activate a line of Service in that order by the 17th day of the month, your account bill cycle is the 17th day of every month. All Services ordered, regardless of activation status, will begin being charged when shipped or purchased in a retail store. Monthly recurring Service charges and usage charges calculated for the previous bill cycle will generally be available to you within 2 days of the end of your billing cycle.

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, 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 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 <http://xfinity.com/mobile/my-account> 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 THE DATA USAGE ON THE ACCOUNT THROUGH THE TERMINATION DATE AND ALL OUTSTANDING FEES AND CHARGES OWED WITH RESPECT TO YOUR DEVICE(S).

We will make your monthly billing statement available to you online. We also will send you a billing message via email and you may opt in to receiving push notifications regarding your billing statement. You can access your bill by logging into your My Account at <http://xfinity.com/mobile/my-account> or the application on your Device and choosing the "Billing" link.

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 MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS

INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES 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.

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 the Service 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 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 Device(s) 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 Device(s) that carries a balance.

If you resume your Service after any suspension or disconnection, we may require you to pay activation 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.

How and when can I dispute charges?

We are committed to charging you accurately for the Services. You may always contact us to discuss your bill and any charges, and subject to applicable law, you may dispute a charge or request a billing credit within 120 days of the date of the billing statement, but unless otherwise provided by law, you must pay all charges until the dispute is resolved. YOU WAIVE ANY DISPUTES OR RIGHT TO RECEIVE ANY CREDITS, INCLUDING ANY RIGHT YOU MAY HAVE TO BRING A SMALL CLAIMS ACTION OR ARBITRATION PROCEEDING, IF YOU DO NOT REPORT YOUR CLAIM OR DISPUTE WITHIN THIS 120 DAY PERIOD.

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 a material change 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, INCLUDING WITHOUT LIMITATION THOSE MADE BY AUTHORIZED USERS, TO YOUR ACCOUNT 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 on-line 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 wholly responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are wholly 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 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.

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 transfer 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 carrier 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 don't have any rights to your wireless phone number except for any right you may have to transfer it.

By transferring 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 transfer 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.

Consent to Communications from Comcast. You agree that Comcast Business Mobile or third parties acting on its behalf may call or text you at your Comcast Business Mobile telephone number 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 and texts on your Comcast Business Mobile Device and agree that they are not unsolicited. You understand and acknowledge that these calls and texts may use an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these communications, 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(s). 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.** Any Dispute involving you and us shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.
- b. **Definitions.** This Arbitration Provision shall be broadly interpreted. "Dispute" means any and all claims or controversies related to us or our relationship with you, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Arbitration Provision, "Us" means Comcast OTR1, LLC and any of its successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, and "you" means you and any users (including without limitation, Authorized Users) or beneficiaries of the Service(s). **NOTWITHSTANDING THE FOREGOING, DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION WILL NOT BE SUBJECT TO ARBITRATION.**
- c. **Right to Opt Out.** **IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST SERVICE ACTIVATION, BY VISITING <https://www.xfinity.com/ArbitrationOptOut/mobile> OR IN WRITING BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR SERVICE(S) PROVIDED BY US. ANY OPT OUTS SUBMITTED AFTER THIS PERIOD WILL BE VOID.**
- d. **Initiation of Arbitration Proceeding/Selection of Arbitrator.** The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website (www.adr.org) or calling its toll free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to Comcast, 1701 JFK Boulevard, Philadelphia, PA 19103- 2838 – ATTN: LEGAL DEPARTMENT.
- e. **Right to Sue in Small Claims Court.** Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have an action heard in a small claims court serving the address on your account if the claim is not aggregated with the claim of any other person or entity and if the amount in controversy is properly within the

jurisdiction of the small claims court.

- f. **Arbitration Procedures.** This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by AAA pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). 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. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive your Service from us. If you no longer receive your Service 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 you reside when you notify us of your Dispute provided that we offer Service in that county, or in the area where you received your Service from us at the time of the events giving rise to your Dispute. 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 the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.
- g. **Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR 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. 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. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S OR SUBSCRIBER’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE 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.**
- h. **Arbitral Fees and Costs.** If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be our responsibility. 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)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

- i. **Survival.** This Arbitration Provision shall survive the termination of your Service(s) with us.
- j. **Waiver of Jury Trial.** WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

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 Satellites ("GPS") 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 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.

INDEMNIFICATION.

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR PARENTS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, ASSIGNS, AFFILIATES, SUPPLIERS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS, 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) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING OR TEXTING OR YOUR, OR YOUR AUTHORIZED USERS', USE OF THE SERVICE OR DEVICES (INCLUDING, BUT NOT LIMITED TO, VEHICULAR AND OTHER PROPERTY DAMAGE, AND PERSONAL INJURY) INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF COMCAST BUSINESS MOBILE; (II) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR, OR YOUR AUTHORIZED USERS', USE OF YOUR SERVICE OR DEVICES; OR (III) YOUR, OR YOUR AUTHORIZED USERS', BREACH OF ANY PROVISION OF THIS AGREEMENT OR APPLICABLE ACCEPTABLE USE POLICY OR VIOLATION OF ANY LAWS OR REGULATIONS. YOUR INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE AGREEMENT.

DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED BY US WITH A DEVICE YOU PURCHASE FROM US, AND TO THE EXTENT PERMITTED BY LAW, YOUR SERVICE AND DEVICES ARE PROVIDED ON AN "AS IS" 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 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 IF WE SERVICE YOUR DEVICE. 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.

SOME STATES, INCLUDING THE STATE OF KANSAS AND THE STATE OF NEW

JERSEY, DO NOT ALLOW CERTAIN DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON WARRANTIES FOR BREACH, THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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.

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 PHENOMENONA), RIOTS, STRIKES, WARS, TERRORISM, OR GOVERNMENT ORDERS OR ACTS.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DAMAGES ARISING OR RESULTING FROM LOST OR DELETED 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 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 BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OR RESULTING FROM ANY INTERRUPTION IN OR DISRUPTION TO THE SERVICE.

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 (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.

THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOU AGREE THAT ANY CLAIMS YOU MAY BRING AGAINST US MUST BE BROUGHT WITHIN TWO (2) YEARS FROM THE DATE THE CLAIM ARISES. BECAUSE THE LAW REGARDING LIMITATIONS OF LIABILITY VARIES BY STATE, THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. NOTICE TO NEW JERSEY CONSUMERS: THESE LIMITATIONS OF LIABILITY APPLY IN NEW JERSEY.

Unauthorized Use of Devices

Comcast Business Mobile Devices and Service are provided exclusively for use by you. 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 Device(s) activated on your Service account will be maintained for your or your business' use only, and not for resale of any kind.

You agree not to engage in any unauthorized or illegal use of your Device(s) or the Service, or assist others in such acts, or to sell and/or export Comcast Business Mobile 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://www.xfinity.com/mobile/support/article/115004305128/am-i-eligible-to-unlock-my-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

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 you or any user of your Service or Device(s), whether or not an Authorized User: (1)(a) breach this Agreement; (b) resell your Service; (c) 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 US 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) steal from or lie to us; (f) do not pay your bill on time; (g) do not remain enrolled in our automatic payment program with a valid debit/credit card; (h) 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); (i) provide credit information we can't verify; or (j) are unable to pay us or go bankrupt; or (2) (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your Device from its manufacturer's specifications; (e) unlock, root, re-flash, jailbreak, tamper with or alter the build state of your Device in a manner which conflicts with our Unlocking Policy; (f) modify, alter, copy, remove, or delete any of our software or other intellectual property contained in your Device or (g) use your Service in a way that negatively affects our network, other customers, or interferes with our ability to provide the Service(s) to you or others. We can also temporarily limit your Service for any operational or governmental reason. You acknowledge that you, and you alone, are responsible for all Authorized User(s)' use of the Service and Device(s) on your account and that Comcast Business Mobile may hold you wholly responsible for ensuring that all Authorized User(s) 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 Service(s) 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.

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:

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.

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 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 OR 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>, www.xfinity.com, <https://business.comcast.com>, 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 (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>, www.xfinity.com, <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.
