

Xfinity Mobile Device Payment Plan Agreement

RETAIL INSTALLMENT CONTRACT

RETAIL INSTALLMENT SALE AGREEMENT / RETAIL
INSTALLMENT
OBLIGATION

SUBJECT TO STATE REGULATION

SELLER (CREDITOR): Comcast OTR1, LLC, the entity offering XFINITY Mobile ("Comcast") 1701 John F. Kennedy Blvd. Philadelphia, PA 19103-2838. Phone Number (888) 936-4968

AGREEMENT # a609030f-1fea-4088-9ae0-29e03667d82a

XFINITY MOBILE ACCOUNT # 1005916705

BUYER'S NAME: DAVID BOLIVAR CARPIO, the Comcast Account Holder

BUYER'S CONTACT NUMBER: (978) 655-0566 : BUYER'S ADDRESS: 10 WINTHROP AVE , {{serviceAddressStreet2}}, LAWRENCE, MA, 01843

DESCRIPTION OF WIRELESS DEVICE: Samsung Galaxy S23 Ultra/David ("Device")

YOU, meaning the Buyer named above, agree to pay US, the Seller/Creditor named above the Total Sale Price of the wireless device identified above according to the terms of this Xfinity Mobile Device Payment Plan Agreement (referred to herein as this

"Installment Agreement").

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled	TOTAL SALE PRICE The total cost of your purchase on credit including your down payment of \$0.00
0%	\$0.00	\$1199.99	\$1199.99	\$1199.99

PLEASE SEE YOUR XFINITY MOBILE CUSTOMER AGREEMENT ("CUSTOMER AGREEMENT") TERMS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, ANY REQUIRED PAYMENT IN FULL BEFORE THE SCHEDULED PAYMENT DATES AND PREPAYMENT TERMS. PLEASE SEE YOUR PAYMENT SCHEDULE RIDER FOR THE SPECIFIC AMOUNT AND DATE OF FIRST PAYMENT, TOTAL NUMBER OF PAYMENTS, AND AMOUNT OF EACH PAYMENT. DEFINED TERMS NOT DEFINED HEREIN ARE DEFINED IN YOUR CUSTOMER AGREEMENT.

ITEMIZATION OF AMOUNT FINANCED

- (A) CASH PRICE (excluding tax): \$1199.99
- (B) DOWN PAYMENT (if applicable): \$0.00
- (C) FINANCE CHARGE: \$0.00
- (D) AMOUNT FINANCED: \$1199.99

(the amount of credit provided to you on your behalf)

* Note: Taxes are not included in Amount Financed. See Section 2 below for more information.

1. INCORPORATION OF CUSTOMER AGREEMENT. ALTHOUGH YOUR

CUSTOMER AGREEMENT IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE SECTIONS GOVERNING WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, DISPUTES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE IN THIS AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. SPECIFICALLY, ANY DISPUTES UNDER THIS AGREEMENT SHALL BE RESOLVED IN ACCORDANCE WITH YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "BINDING ARBITRATION" WHICH TERMS ARE INCORPORATED BY REFERENCE. YOU AND COMCAST BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION. IN THE EVENT OF A CONFLICT BETWEEN THIS INSTALLMENT AGREEMENT AND YOUR CUSTOMER AGREEMENT, THE TERMS OF THIS INSTALLMENT AGREEMENT SHALL CONTROL WITH RESPECT TO THE PURCHASE OF YOUR DEVICE.

2. PAYMENTS. Payment is due 20 days after end of your bill cycle date as established under the Customer Agreement. We will charge the credit card associated with your Xfinity Mobile account every month for the amount due. If you fail to pay the full amount due for any or all of the services, the Device or other device(s) connected to your Xfinity Mobile account then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect your Service or any portion thereof to any or all of your devices. Your specific payment schedule is provided in the attached Payment Schedule Rider. Payments you make will be applied first to balances due under your Customer Agreement for Service, taxes and other fees, and then to balances due under this Installment Agreement. For the initial order on your Xfinity Mobile account, the first payment for your Device, plus all applicable taxes, will be due when the Device is shipped or fulfilled in our retail store, at which time we will charge the credit card associated with your Xfinity Mobile account. For any additional device purchased on your Xfinity Mobile account, your first device payment and all applicable taxes will

be charged at the time the additional Device is shipped or fulfilled in our retail store.

3. **PREPAYMENT.** You may pay the total amount due under this Installment Agreement at any time before the final scheduled payment is due, and you will not have to pay a penalty. If you pay more than the monthly payment due, any excess amount you pay will be credited to your account, and applied to your Device Payment Plan balance and the number of outstanding payments, or final payment amount, as applicable will be reduced accordingly. You will still be charged the same monthly payment amount on your bill cycle date
4. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Installment Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the total of the payments. If you qualify and it is available at the time of purchase, you may obtain property insurance on the Device from us at the time of purchase. You may also obtain property insurance from others on your Device purchased under this Installment Agreement.
5. **DEFAULT AND REMEDIES.** You are in default under this Installment Agreement if you fail to make any required payment when due; we cancel your Customer Agreement for failure to pay; you breach any covenant, representation or warranty hereunder, default in the performance of any other obligation which is not cured within ten (10) days after written notice to you (subject to any applicable laws requiring a different notice and cure period); there is no remaining line on your Xfinity Mobile account that receives Service from Xfinity Mobile and at least one of the XFINITY TV, Internet, or Voice is not maintained by the XFINITY Mobile account holder; or we terminate your Service for breach (each a "Default"). To the extent permitted by applicable law, upon a Default we have the right to require you to pay immediately the entire remaining balance in full under this Installment Agreement, and to pay us actual and reasonable costs of collection.
6. **ASSIGNMENT.** We may, without your consent, and without giving you notice, assign or transfer this Installment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all our rights, powers,

privileges and remedies under the Installment Agreement. You agree you will not assign this Agreement or any interest in it and will not sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Installment Agreement without our prior written consent.

7. ELECTRONIC ACCESS TO AGREEMENT/OTHER COMMUNICATIONS.

By accepting below, you acknowledge that you have access to Comcast's Website at <http://xfinity.com/mobile/policies/DevicePaymentAgreement>, where a standard form of this Installment Agreement and related privacy and other communications will be available to you. If at any time after your order you want a copy of this Installment Agreement, you may call 1-888-936-4968 and request a copy be emailed to you.

8. BUYER'S RIGHT TO CANCEL:

If you do not want the Device, you may cancel by returning the Device within fourteen (14) days of shipment. You must return your Device pursuant to our Return Policy available at <https://www.xfinity.com/mobile/support/article/returns-and-exchanges> to cancel your obligations under this Installment Agreement. If you do not return your Device in accordance with the Return Policy, you will be responsible for all outstanding charges under this Installment Agreement and it will remain in full force and effect. Buyers in North Carolina and Massachusetts may also cancel by providing written notice of cancellation at any time prior to midnight of the third business day after you accept this Installment Agreement to cancel@xfinitymobile.com and returning the Device within fourteen (14) days of any such termination using the return label included in your shipment, or a replacement label provided to you.

NOTICE TO BUYER:

1. Do not accept this agreement before you read it or if it contains any blank spaces for information that is available at the time you accept this agreement.
2. You are entitled to a completely filled-in copy of this agreement. Keep it to protect your legal rights.
3. Under the law, you have the right to pay off in advance the full amount due at any time. If you desire to prepay the full amount due, the amount due will be furnished upon request.

4. This contract is covered by state and federal laws, and you have the rights of a buyer under such laws.
5. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED UNDER THIS AGREEMENT OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
6. This is a retail installment sale agreement and not a lease. Do not accept if it contains blank spaces. You have a right to a copy of this agreement; keep it to protect your rights. You may pay off the full amount at any time. Please review the entire agreement, including the Notice to Buyer provisions, before accepting. We have a limited return policy which can be found at <https://www.xfinity.com/mobile/support/article/returns-and-exchanges>.
7. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any applications fee charges (other than certain application fees for specified credit transactions or accounts) and any participation fees for a credit card account).

PAYMENT SCHEDULE RIDER

YOUR PAYMENT SCHEDULE WILL BE:

First Device Payment: For each Device, your first payment will be due when the Device is shipped or fulfilled in our retail store.

Number of Payments: 24

Amount of Monthly Payments: \$49.99 Note that all applicable taxes will be due at the time you place your order.

Monthly Payment Due Date: For each Device, after your first Device payment, payments will be due monthly, 20 days after your bill cycle date (see

your Xfinity Mobile Customer Agreement for bill cycle date details).

No Late Charges: No late charges will be assessed under the terms of this Installment Agreement, see Section 5 of this Installment Agreement for more information on Default.

Prepayment: You may pay off all of your debt under this Installment Agreement early without penalty.

DEVICE CREDITS: You acknowledge that any device credits you are receiving in connection with the purchase of your Device will be applied to your bill monthly in equal amounts over the entire term of this Installment Agreement. You will no longer receive monthly device credits if you: 1) prepay the remaining balance of this Installment Agreement prior to the end of the Installment Agreement term, 2) cancel the Xfinity mobile line associated with this Device, 3) fail to transfer your mobile phone number and activate your Device within 30 days of your purchase date (this does not apply to Smart Watches and Wearables), or 4) your line is involuntarily disconnected for any reason.