

## CS ACTIVATION AGREEMENT

The Cellular Sales entity identified in your Bill of Sale (“we” or “us”) is appreciative of the opportunity to have served you today. Your purchase is subject to, and governed by, the **Cellular Sales Customer Agreement** which consists of (i) the accompanying Bill of Sale, (ii) this CS Activation Agreement, and (iii) the CS Customer Agreement Terms and Conditions which can be accessed and is set forth at [www.cellularsales.com/customeragreement](http://www.cellularsales.com/customeragreement). Each telephone number or data line associated with today’s purchase is subject to, and governed by, its corresponding **Verizon Wireless Customer Agreement** (your “Verizon Agreement”) entered into by you with Verizon, and if the Bill of Sale includes a charge denoted as “First Payment Due” with regard to any device purchased, then you have agreed to finance the purchase price of the device pursuant to the terms and conditions of the Retail Installment Contract entered into by you with Verizon (the “Device Payment Agreement”).

• **Worry Free Period.** If you are not satisfied with the wireless device(s) identified in the Bill of Sale (your “Device”), we will afford to you a refund or credit toward an alternative device provided: **(i)** you return the Device to a Cellular Sales store *within 14 days* (the “Worry Free Period”), with today being considered day 1 and **(ii)** the Device is returned in the original box along with the included accessories, packaging & UPC label, all in *like-new condition* (the “Return Conditions”). If you return your Device and elect to cancel your Verizon Agreement rather than select an alternative device, the **RESTOCKING FEE** then in effect will apply, and **CERTAIN VERIZON FEES MAY NOT BE REFUNDED** (see below). If you cancel your Verizon Agreement (including porting to another carrier) and fail to return the Device, (i) you will forfeit the Equipment Discount and agree to reimburse us in accordance with the Equipment Discount provision below, or (ii) in the event the Device is subject to a Device Payment Agreement, you agree to pay to us the Total Sale Price as set forth in the Device Payment Agreement, less the First Payment Due, if any, which was remitted at the time of sale (the “Device Payment Recovery”). **RETURNED DEVICES MAY BE RESOLD. YOU ARE RESPONSIBLE FOR DELETING ALL DATA ON ANY RETURNED DEVICE AND AGREE TO HOLD US HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM THE EXISTENCE OF YOUR DATA ON THE RETURNED DEVICE.**

• **Equipment Discount.** If your device purchase is not subject to a Device Payment Agreement, then **WE MAY HAVE APPLIED A DISCOUNT TOWARD THE PURCHASE PRICE OF YOUR DEVICE** (the “Equipment Discount”). If so, the Equipment Discount is subject to the following conditions which must remain satisfied during the next 181 days: (i) the Verizon account (your “Verizon Account”) associated with the telephone or data line (the “Applicable MTN”) must remain active and in good standing; (ii) the plan minutes, data package and features now active with the Applicable MTN must not be reduced to levels which result in a deactivation chargeback to us from Verizon; and (iii) your Device must be initially connected to and remain connected to the Applicable MTN. **IN THE EVENT OF A FAILURE OF ANY OF THESE CONDITIONS, YOU WILL FORFEIT YOUR EQUIPMENT DISCOUNT, AND YOU HEREBY AGREE TO REMIT IT TO US ALONG WITH APPLICABLE SALES TAX.**

• **Payment Terms and Payment Card Authorization.** In the event you become obligated to pay the Equipment Discount or the Device Payment Recovery, you agree to remit full payment within 10 days following demand, and if you used a charge, credit, or debit card (each, a “Payment Card”) for today’s purchase, **YOU AUTHORIZE US TO RETAIN YOUR PAYMENT CARD INFORMATION IN A SECURE FORMAT AND TO CHARGE YOUR PAYMENT CARD** to recover the Equipment Discount, if forfeited, and any owed Device Payment Recovery in accordance with the terms and conditions set forth herein without demand.

• **Rebates.** In the event that your device is eligible for a mail-in rebate from Verizon, it is your responsibility to submit all appropriate forms and other materials necessary to the Verizon rebate center.

• **Device Payment Agreement.** If your Device is subject to the Device Payment Agreement, you have agreed to pay for your Device by making monthly payments which will be included with your Verizon bill. If you entered into a Device Payment Agreement prior to the expiration of your existing Verizon Agreement, you accepted a promotional offer from Verizon which requires you to return your existing device to Verizon and may include other terms and conditions. It is your responsibility to ensure all terms and conditions of the Verizon promotion are satisfied.

• **Insurance.** Insurance for your Device may be available and is highly recommended, particularly if you have elected to finance your Device through a Device Payment Agreement since you will remain obligated to make your monthly installments (or pay the outstanding balance) if your Device is lost, stolen, damaged, or otherwise becomes inoperable. **IF INSURANCE IS NOT ADDED AT TIME OF PURCHASE, LIMITATIONS COULD PREVENT ENROLLMENT.** It is your responsibility to cancel your insurance policy by contacting the insurance carrier directly if you elect to discontinue coverage or if you no longer have the Device which is covered (billing will continue until you notify the carrier and refund availability, if any, is subject to applicable law).

•**Privacy Policy.** In the course of our dealings, we will collect and store information which will be used and protected in accordance with our Privacy Policy (available at [www.cellularsales.com/privacypolicy](http://www.cellularsales.com/privacypolicy)). We will share information with Verizon to fulfill your request for wireless service. We will also use information to assist in the servicing of your Verizon Account as well as to contact you by phone, email, text message, or other means regarding products and services offered by us. We and/or Verizon may perform an identity and/or credit check as a part of our fraud protection and order fulfillment process. We may retain and use your payment information for purposes of collecting any Equipment Discount or Device Payment Recovery you may owe to us.

•**Dispute Resolution.** Both you and Cellular Sales agree that any and all disputes between us will be governed by the Cellular Sales Dispute Resolution Agreement which can be accessed at [www.cellularsales.com/disputeresolution](http://www.cellularsales.com/disputeresolution) or upon request at any Cellular Sales location (the "Dispute Resolution Agreement"). **YOU ACKNOWLEDGE THAT THE DISPUTE RESOLUTION AGREEMENT PROVIDES THAT ANY AND ALL DISPUTES BETWEEN US (OTHER THAN CERTAIN DISPUTES SUBJECT TO THE JURISDICTION OF SMALL CLAIMS COURT PURSUANT TO SECTION 9 OF THE RULES) SHALL BE RESOLVED THROUGH BINDING ARBITRATION (RATHER THAN ANY STATE OR FEDERAL COURT) ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES (THE "RULES") AND THAT EACH OF US IS WAIVING ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION AGAINST THE OTHER AND WAIVING THE RIGHT TO A JURY TRIAL.**

•**LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT THE AGGREGATE LIABILITY OF ALL CELLULAR SALES PARTIES TO YOU FOR MONETARY DAMAGES ARISING OUT OF, OR RELATING TO, TODAY'S TRANSACTION AND ANY FOLLOW UP EXCHANGES AND SERVICES, INCLUDING, WITHOUT LIMITATION, TORTS OF ANY NATURE BASED ON ALLEGED WRONGDOINGS BY ANY CELLULAR SALES PARTY, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF (I) THE "TOTAL DUE" SET FORTH IN THE BILL OF SALE OR (II) \$2,500. UNDER NO CIRCUMSTANCES WILL ANY CELLULAR SALES PARTY BE LIABLE FOR AND YOU WAIVE YOUR RIGHT TO ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, INCOME, OR BUSINESS; MENTAL ANGUISH; AND EMOTIONAL DISTRESS. CELLULAR SALES PARTY MEANS CELLULAR SALES OF KNOXVILLE, INC. AND ITS SUBSIDIARIES ALONG WITH THE MEMBERS, OFFICERS, DIRECTORS, AND EMPLOYEES OF EACH.

•**Data Transfer.** In the event we assist you in transferring data from one device to another device, please be advised that it is possible that some or all of your data may not transfer. **WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND LIABILITY OF ANY NATURE RELATED TO THE DATA TRANSFER AND ASSUME NO RESPONSIBILITY FOR ANY DATA WHICH MAY BE LOST OR OTHERWISE FAIL TO TRANSFER.**

•**Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable (the "Rejected Provision"), the remainder of this Agreement shall remain in full force and effect. If the Rejected Provision may be made enforceable by limitation thereof, then the Rejected Provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

### **Your Verizon Agreement**

Your relationship with Verizon, which is governed by your Verizon Agreement as well as the Device Payment Agreement, if applicable (the "Verizon Agreements"), is separate and distinct from your relationship with Cellular Sales. The following summary highlights a few of the terms and conditions of the Verizon Agreements. In the event of a conflict between any provision of the Verizon Agreements and the summary set forth below, the provision of the Verizon Agreements shall control.

•**Cancellation.** You may cancel your obligations related to the Applicable MTN under your Verizon Agreement by giving notice to Verizon within 14 days (today is day 1). **BE ADVISED, HOWEVER, THAT, IN THE EVENT OF CANCELLATION, YOU WILL BE RESPONSIBLE FOR ALL USAGE FEES INCURRED; AND ACTIVATION FEES AND UPGRADE FEES WILL NOT BE REFUNDED AFTER 3 DAYS.**

•**ETF.** **Unless you have financed your Device by entering into a Device Payment Agreement, your monthly obligation to Verizon for the Applicable MTN will continue for a period of 2 years (the "Term").** In the event that the Applicable MTN is deactivated prior to the end of the Term due to non-payment or otherwise, you will be subject to an Early Termination Fee (the "ETF"). The ETF for Advanced Devices begins at \$350 and the ETF for all other devices begins at \$175 with each declining in accordance with the Verizon schedule over the course of the Verizon Agreement.

•**New Line/Add a Line.** If you are a new Verizon customer with a 2 Year Service Agreement, or if the Applicable MTN was added to your existing Verizon Account with a 2 Year Service Agreement, then a **\$40 ACTIVATION FEE** will be charged to your Verizon Account. If you are a new Verizon customer with a Device Payment Agreement, or if the

Applicable MTN was added to your existing Verizon Account in conjunction with a Device Payment Agreement, then a **\$40 ACTIVATION FEE** will be charged to your Verizon Account.

•**Device Upgrade.** If you upgraded your Device, a **\$40 UPGRADE FEE** will be charged to your Verizon Account (applies only to 2 Year Service Agreement).

•**Plan Selection.** The plan you have selected (including applicable line access charges) is stated in your Verizon Agreement, and it is your responsibility to ensure accuracy. **Please review these changes at the time of sale.** Be advised that retroactive refunds for corrections may not be available if corrections are not requested by you within 72 hours following the time of purchase.

Please note that no representative of Cellular Sales is authorized to amend the terms of the Cellular Sales Customer Agreement, your Verizon Agreement, or the Device Payment Agreement.

If we do not enforce our rights under the Cellular Sales Customer Agreement in one instance, it does not mean we will not or cannot enforce those rights in any other instance.

For questions about or assistance with the terms outlined above, please contact the Cellular Sales Customer Support Team at **877-851-0649**.