

# Trade-In and Take-Back Program

Terms and Conditions

COX Mōbile | asurion

## **Trade-In Terms and Conditions**

## TRADE-IN TERMS AND CONDITIONS

THIS TRADE-IN PROGRAM ("PROGRAM") IS GOVERNED BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY SO YOU KNOW YOUR RIGHTS AND OBLIGATIONS IN THIS PROGRAM. BY TRADING IN YOUR DEVICE UNDER THIS PROGRAM, YOU ACCEPT THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY BE AMENDED AT ANY TIME EFFECTIVE WHEN THE NEW TERMS AND CONDITIONS ARE POSTED ON THE COX WEBSITE.

1. **PROGRAM DESCRIPTION.** Under this Program, Cox Communications, Inc., or its authorized retailers, affiliates, or representatives ("Cox") may offer to purchase Your Device as a benefit for You to purchase a new device from Cox. If You accept Cox's Offer Price for Your Device and meet all other conditions for this Program, Cox will Credit that amount to Your Cox Account. You are not obligated to Trade-in Your Device or to accept Cox's offer.
2. **DEFINITIONS.**
  - (A) Credit - An amount equal to the Offer Price or Revalued Offer Price that will be applied, in Cox's discretion, as either: (a) a credit towards Your purchase of a new device; (b) a credit towards Your Cox account balance; or (c) a refund credit payment through either a bank account, a prepaid gift card, or other method selected by Cox.
  - (B) Device - Your electronic device that you would like Cox to purchase under these Program T&Cs.
  - (C) Eligibility Requirements - The conditions that a Device must satisfy for You to receive Credit.
  - (D) Offer Price or Revalued Offer Price - The amount or range of amounts of Credit Cox is willing to provide You for Your Device when traded-in during the purchase of a new device.
  - (E) Offer Price Expiration Date – 21 days from the date You first receive Your Offer Price from Cox.
  - (F) Program T&Cs - These Terms & Conditions of this Program.
  - (G) You, Your, Customer - You as the individual who agrees to these Terms & Conditions.
3. **PRIVACY.** By trading in Your Device under this Program, You consent to the collection, use and disclosure of Your information as set forth in Cox's Privacy Policy, which is available at <https://www.cox.com/aboutus/policies/annual-privacy-notice.html>, as well as the Privacy Policy of our contractor, Asurion, which is available at <https://www.asurion.com/privacy-policy/> (collectively, "Privacy Policies"). These Privacy Policies explain Cox and Asurion's collection, use and disclosure of information related to or derived from Your use of this Program. Please read the Privacy Policies carefully and completely. The Privacy Policies are incorporated by reference into these Program T&Cs. Because we cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Cox and Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your participation in this Program, You should immediately change or reset those passwords.
4. **CUSTOMER ELIGIBILITY.** You must be a new or current Cox subscriber to be eligible to purchase a mobile device from Cox and to participate in this Program.
5. **LIMITATIONS.**
  - (A) Cox will only accept Devices surrendered in person at an eligible location or shipped from physical addresses in the United States. Cox may not be able to accept or return devices received from outside the United States.
  - (B) You may only trade in one Device for each new line of service or existing line of service for which You are purchasing a new device.
  - (C) Devices upon which an IMEI cannot be readily found are not eligible as trade in Devices.
  - (D) Devices that are contaminated or suspected of contamination by biological agents, chemicals, or other substances not integral to new equipment or that are not associated with normal household or office environments are not eligible for the Trade-in Program unless first decontaminated.
6. **REQUIREMENTS.** Your Device must meet this Program's Eligibility Requirements to receive an Offer Price. Cox determines this based on Your responses to the eligibility questions. If You choose to sell Your Device to Cox, You will provide Your responses to the eligibility questions either online or to a Cox representative in person or by phone. Cox will inspect Your Device upon receipt to confirm Your responses are accurate.
7. **TASKS BEFORE SURRENDERING YOUR DEVICE.**
  - (A) You are solely responsible for making sure all data and personal information is removed from Your Device before You surrender or ship it to Cox. Categories of data You may want to consider are SIM and memory cards, passwords, email data, contacts, pictures, and calendars, but You are responsible for ensuring any data not listed here is nevertheless removed.
  - (B) You must also make sure that any services related to Your Device are deactivated. You are responsible for any charges Your Device incurs until such services are deactivated, even if You have already surrendered Your Device.

- (C) You must remove all locks and passwords to Your Device. These include any codes that may prevent the refurbishment or sale of Your Device. Failure to remove all locks and passwords may result in Your Device being ineligible or being revalued as described in Section 11 below.
8. **SURRENDERING YOUR DEVICE.** If You accept Cox's Offer Price, Cox will evaluate Your Device upon receipt to ensure You satisfy all Eligibility Requirements and that Your Device matches Your description. Please note that Your Offer Price is only an estimate and is subject to this evaluation and Cox's discretion. If Cox does not contact you with a Revalued Offer Price as described in Section 11 below and you meet all other Eligibility Requirements in Cox's discretion, You will receive Credit for Your Device. **Cox is not responsible for lost, damaged, or stolen Devices prior to Your Device arriving, including damage, theft, or loss during shipping.**
9. **BY SURRENDERING YOUR DEVICE:**
- (A) **YOU AGREE THAT COX NOW OWNS YOUR DEVICE;**
- (B) **YOU AGREE TO THESE PROGRAM T&Cs; AND**
- (C) **NEITHER COX NOR ITS REPRESENTATIVES ARE OBLIGATED TO RETURN YOUR DEVICE FOR ANY REASON (EXCEPT AS EXPLAINED IN SECTION 11 BELOW).**
10. **SHIPPING YOUR DEVICE.** After completing the initial steps required by Cox, if You did not surrender Your Device in person, Cox will send You send you instructions on how to ship Your Device. You must properly package Your Device to avoid damage during shipping.
11. **REVALUING YOUR DEVICE.** If You accept Cox's Offer Price and did not surrender Your Device in person, You must ship Your Device by the Offer Price Expiration Date. If You do not ship Your Device by the Offer Price Expiration Date, or if the model or condition of Your Device received is different than You indicated, Cox will revalue Your Device and Offer Price ("Revalued Offer Price"). If Your Device is revalued to a lower amount, You will be contacted to either accept the Revalued Offer Price or request that Your Device be returned. If You do not respond within 5 days of when Cox first contacts You, You will be deemed to have rejected the Revalued Offer Price and Your Device will be returned.
12. **REPRESENTATIONS & WARRANTIES.** You represent and warrant that:
- (A) You are at least 18 years old;
- (B) You are the sole and rightful owner of Your Device;
- (C) You have the full power and authority to trade in Your Device and agree to these Program T&Cs;
- (D) Your Device is not counterfeit, stolen, or involved in any kind of crime or fraud;
- (E) You have truthfully, accurately, and completely answered all eligibility questions related to this Program; and
- (F) Your agreement to trade in Your Device and to these Program T&Cs does not violate any law, statute, or regulation nor infringe on any third party's proprietary rights, including, but not limited to, copyrights, trademarks, patents, and domain names.
13. **COMPLIANCE WITH LAW.** You agree that Cox has the right to take steps it reasonably believes are necessary to enforce or verify compliance with these Program T&Cs or federal, state, or local laws, regulations and ordinances, including, but not limited to, disclosing any information about You or Your Device to law enforcement, government officials, or a third party without liability or notice to You.
14. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL COX, OR ITS DIRECTORS OR OFFICERS, AGENTS, EMPLOYEES, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY "REPRESENTATIVES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF, FROM, OR RELATED TO THIS PROGRAM, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COX OR ITS REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES CAUSED BY THIRD-PARTIES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROGRAM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COX'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
15. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Cox and its Representatives from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of this Program; (b) Your alleged or actual breach of these Program T&Cs; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of Cox, its Representatives, or third parties. Cox reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
16. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to this Program must be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

17. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Cox at the Litigation Department, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. For any dispute with Cox, You agree to first contact Cox and attempt to resolve the dispute informally.
- A. **YOU, COX, AND ITS REPRESENTATIVES AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU, COX, AND ITS REPRESENTATIVES AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU, COX, AND ITS REPRESENTATIVES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement (“ARB”) shall survive the termination of these Program T&Cs and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Cox or its Representatives that arises out of or relates in any way to Your relationship with Cox and its Representatives or this Program, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Cox or its Representatives in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- B. To initiate arbitration, send a written Notice of Claim by certified mail to: Litigation Department, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. The Notice must describe the dispute and the relief sought. If Cox or its Representatives do not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Cox or its Representatives will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Cox or its Representatives will pay it if You send a written request by certified mail to the Legal Department.
- C. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this ARB. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Cox or its Representatives will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- D. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Cox or its Representatives or if Cox or its Representatives made no settlement offer, and the arbitrator awards You any damages, Cox or its Representatives will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney’s fees and expenses reasonably incurred in the arbitration. While the right to the attorney’s fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney’s fees and expenses. Cox and its Representatives hereby waive any right they may have under applicable law to recover attorney’s fees and expenses from You if Cox or its Representatives prevail in the arbitration.
- E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU, COX, AND ITS REPRESENTATIVES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING.** Unless You, Cox, and its Representatives agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
18. **ENTIRE AGREEMENT & GOVERNING LAW.** These Program T&Cs and the documents incorporated by reference are our entire agreement regarding this Program and supersede any prior or contemporaneous agreements. These Program T&Cs and Your relationship with Cox and its Representatives shall be governed by and construed under the laws of the United States of America and the State of Georgia, without regard to conflicts of law provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Program T&Cs may be amended at any time effective when the new Program T&Cs are posted on the Cox website.
19. **NOTICE.** All notices or requests related to these Program T&Cs will be in writing and sent by email, text messages, facsimile, or mail to the addresses You provided. Notices will be deemed received when sent.
20. **COMMUNICATIONS.** You agree to receive electronic communications, including via email, voice calls, and text messages from or on behalf of Cox or its Representatives related to this Program (“Core Communications”). You cannot opt out of receiving those Core Communications unless permitted by applicable law. Standard text messaging and telephone charges applied by Your cell phone carrier may apply. Cox or its Representatives may monitor or record interactions, with Your express permission, for our business purposes, such as quality assurance and training and to protect our rights and the rights of others.
21. **PERFORMANCE.** The failure of any party to require performance by another party of any part of these Program T&Cs will not affect the right of any party to require full performance at any time thereafter.

- 22. SEVERABILITY AND WAIVER.** If any provision of these Program T&Cs is found to be invalid or unenforceable, that provision should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the provision should be severed from these Program T&Cs. Any failure to enforce a right or provision of these Program T&Cs shall not be deemed a waiver of that right or provision.
- 23. APPLICABILITY.** These Program T&Cs may supplement other terms and conditions, including offers or service agreements You may have with Cox (collectively "Cox Agreements"). If these Program T&Cs conflict with the terms and conditions of any other Cox Agreements, those terms and conditions, not these Program T&Cs, will apply.

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## **Take-Back Terms and Conditions**



## TAKE-BACK TERMS AND CONDITIONS

THIS TAKE-BACK PROGRAM ("PROGRAM") IS GOVERNED BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY SO YOU KNOW YOUR RIGHTS AND OBLIGATIONS IN THIS PROGRAM. BY SURRENDERING YOUR DEVICE UNDER THIS PROGRAM, YOU ACCEPT THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY BE AMENDED AT ANY TIME EFFECTIVE WHEN THE NEW TERMS AND CONDITIONS ARE POSTED ON THE COX WEBSITE.

1. **PROGRAM DESCRIPTION.** Under this Program, Cox Communications, Inc., or its authorized retailers, affiliates, or representatives ("Cox") may offer to take back Your Device. You are not obligated to surrender Your Device. Note that surrendering Your Device will not relieve You from any debts or amounts You owe to Your carrier, Cox, or others related to the Device.
2. **DEFINITIONS.**
  - (A) Device - Your electronic device that You would like Cox to take back under these Program T&Cs.
  - (B) Eligibility Requirements - The Device must have been sold to You by Cox. Proof of purchase may be required. Except in the State of California and any other jurisdiction where prohibited, Cox may also establish physical and functional conditions that a Device must satisfy for Cox to accept the Device for take-back.
  - (C) Program T&Cs - These Terms & Conditions of this Program.
  - (D) You, Your, Customer - You as the individual who agrees to these Terms & Conditions.
3. **PRIVACY.** By surrendering Your Device under this Program, You consent to the collection, use and disclosure of Your information as set forth in Cox's Privacy Policy, which is available at <https://www.cox.com/aboutus/policies/annual-privacy-notice.html>, as well as the Privacy Policy of our contractor, Asurion, which is available at <https://www.asurion.com/privacy-policy/> (collectively, "Privacy Policies"). These Privacy Policies explain Cox and Asurion's collection, use and disclosure of information related to or derived from Your use of this Program. Please read the Privacy Policies carefully and completely. The Privacy Policies are incorporated by reference into these Program T&Cs. Because we cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Cox and Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your participation in this Program, You should immediately change or reset those passwords.
4. **LIMITATIONS.**
  - (A) Cox will only accept Devices surrendered in person at an eligible location or shipped from physical addresses in the United States. Cox may not be able to accept or return devices received from outside the United States.
  - (B) Devices upon which an IMEI cannot be readily found are not eligible for the Take-Back Program absent proof that the Device was purchased from Cox.
  - (C) Devices that are contaminated or suspected of contamination by biological agents, chemicals, or other substances not integral to new equipment or that are not associated with normal household or office environments are not eligible for the Take-Back Program unless first decontaminated.
5. **REQUIREMENTS.** Your Device must meet this Program's Eligibility Requirements to qualify for take-back. Cox determines this based on Your responses to the eligibility questions and any requested documentation You provide. If You choose to surrender Your Device to Cox, You will provide Your responses to the eligibility questions either online or to a Cox representative in the store or by phone. Cox will inspect Your Device upon receipt to confirm Your responses are accurate.
6. **TASKS BEFORE SURRENDERING YOUR DEVICE.**
  - (A) You are solely responsible for making sure all data and personal information is removed from Your Device before You surrender it in person or ship it to Cox. Categories of data You may want to consider are SIM and memory cards, passwords, email data, contacts, pictures, and calendars, but You are responsible for ensuring any data not listed here is nevertheless removed.
  - (B) You must also make sure that any services related to Your Device are deactivated. You are responsible for any charges Your Device incurs until such services are deactivated, even if You have already surrendered Your Device.
  - (C) You must remove all locks and passwords to Your Device. These include any codes that may prevent the refurbishment or sale of Your Device. Except in the State of California and any other jurisdiction where prohibited, failure to remove all locks and passwords may result in Cox being unable to accept Your Device.
7. **SURRENDERING YOUR DEVICE.** If You choose to surrender Your Device to Cox, Cox will evaluate Your Device upon receipt to ensure You satisfy all Eligibility Requirements and that Your Device matches Your description. **Cox is not responsible for lost, damaged, or stolen Devices prior to receipt by Cox, including damage, theft, or loss during shipping.**

- 8. BY SURRENDERING YOUR DEVICE:**
- (A) YOU AGREE THAT COX NOW OWNS YOUR DEVICE;**
  - (B) YOU AGREE TO THESE PROGRAM T&Cs; AND**
  - (C) NEITHER COX NOR ITS REPRESENTATIVES ARE OBLIGATED TO RETURN YOUR DEVICE FOR ANY REASON.**
- 9. SHIPPING YOUR DEVICE.** After completing the initial steps required by Cox, if You did not surrender Your Device in person, Cox will send You instructions on how to ship Your Device. You must properly package Your Device to avoid damage during shipping.
- 10. REPRESENTATIONS & WARRANTIES.** You represent and warrant that:
- (A) You are at least 18 years old;
  - (B) You are the sole and rightful owner of Your Device;
  - (C) You have the full power and authority to participate in this Program and agree to these Program T&Cs;
  - (D) Your Device is not counterfeit, stolen, or involved in any kind of crime or fraud;
  - (E) You have truthfully, accurately, and completely answered all eligibility questions related to this Program; and
  - (F) Your agreement to surrender Your Device and to these Program T&Cs does not violate any law, statute, or regulation nor infringe on any third party's proprietary rights, including, but not limited to, copyrights, trademarks, patents, and domain names.
- 11. COMPLIANCE WITH LAW.** You agree that Cox has the right to take steps it reasonably believes are necessary to enforce or verify compliance with these Program T&Cs or federal, state, or local laws, regulations and ordinances, including, but not limited to, disclosing any information about You or Your Device to law enforcement, government officials, or a third party without liability or notice to You.
- 12. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL COX, OR ITS DIRECTORS OR OFFICERS, AGENTS, EMPLOYEES, AFFILIATES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY "REPRESENTATIVES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF, FROM, OR RELATED TO THIS PROGRAM, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COX OR ITS REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES CAUSED BY THIRD-PARTIES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROGRAM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COX'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Cox and its Representatives from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of this Program; (b) Your alleged or actual breach of these Program T&Cs; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of Cox, its Representatives, or third parties. Cox reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
- 14. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to this Program must be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
- 15. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Cox at the Litigation Department, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. For any dispute with Cox, You agree to first contact Cox and attempt to resolve the dispute informally.
- A. YOU, COX, AND ITS REPRESENTATIVES AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU, COX, AND ITS REPRESENTATIVES AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU, COX, AND ITS REPRESENTATIVES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of these Program T&Cs and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Cox or its Representatives that arises out of or relates in any way to Your relationship with Cox and its Representatives or this Program, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Cox or its Representatives in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
  - B.** To initiate arbitration, send a written Notice of Claim by certified mail to: the Cox Litigation Department, 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328. The Notice must describe the dispute and the relief sought. If Cox or its Representatives do not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the

AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Cox or its Representatives will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Cox or its Representatives will pay it if You send a written request by certified mail to the Legal Department.

- C. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this ARB. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Cox or its Representatives will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- D. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Cox or its Representatives or if Cox or its Representatives made no settlement offer, and the arbitrator awards You any damages, Cox or its Representatives will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney’s fees and expenses reasonably incurred in the arbitration. While the right to the attorney’s fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney’s fees and expenses. Cox and its Representatives hereby waive any right they may have under applicable law to recover attorney’s fees and expenses from You if Cox or its Representatives prevail in the arbitration.
- E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU, COX, AND ITS REPRESENTATIVES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING.** Unless You, Cox, and its Representatives agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

- 16. **ENTIRE AGREEMENT & GOVERNING LAW.** These Program T&Cs and the documents incorporated by reference are our entire agreement regarding this Program and supersede any prior or contemporaneous agreements. These Program T&Cs and Your relationship with Cox and its Representatives shall be governed by and construed under the laws of the United States of America and the State of Georgia, without regard to conflicts of law provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Program T&Cs may be amended at any time effective when the new Program T&Cs are posted on the Cox website.
- 17. **NOTICE.** All notices or requests related to these Program T&Cs will be in writing and sent by email, text messages, facsimile, or mail to the addresses You provided. Notices will be deemed received when sent.
- 18. **COMMUNICATIONS.** You agree to receive electronic communications, including via email, voice calls, and text messages from or on behalf of Cox or its Representatives related to this Program (“Core Communications”). You cannot opt out of receiving those Core Communications unless permitted by applicable law. Standard text messaging and telephone charges applied by Your cell phone carrier may apply. Cox or its Representatives may monitor or record interactions, with Your express permission, for our business purposes, such as quality assurance and training and to protect our rights and the rights of others.
- 19. **PERFORMANCE.** The failure of any party to require performance by another party of any part of these Program T&Cs will not affect the right of any party to require full performance at any time thereafter.
- 20. **SEVERABILITY AND WAIVER.** If any provision of these Program T&Cs is found to be invalid or unenforceable, that provision should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the provision should be severed from these Program T&Cs. Any failure to enforce a right or provision of these Program T&Cs shall not be deemed a waiver of that right or provision.
- 21. **APPLICABILITY.** These Program T&Cs may supplement other terms and conditions, including offers or service agreements You may have with Cox (collectively “Cox Agreements”). If these Program T&Cs conflict with the terms and conditions of any other Cox Agreements, those terms and conditions, not these Program T&Cs, will apply.