

## Xfinity Home Equipment Installment Agreement

RETAIL INSTALLMENT SALE AGREEMENT / RETAIL INSTALLMENT OBLIGATION

SUBJECT TO STATE REGULATION

SELLER (CREDITOR): Comcast Cable Communications, LLC ("Comcast" or "Company") that owns and/or operates the cable television system in your area; 1-800-XFINITY

BUYER'S NAME: [name], the Xfinity Account Holder

BUYER'S ADDRESS: [Address]

DESCRIPTION OF HOME EQUIPMENT:

The Base Home System, which will include 1 Touchscreen Controller, 3 door and window sensors and 1 motion sensor. Buyer may be able to substitute door and window sensors and motion sensors as needed at the time of installation at the buyer's request.

(the "Home Equipment")

YOU, meaning the Buyer named above, agree to pay US, the Seller/Creditor named above the Total Sale Price of Home Equipment according to the terms of this agreement (referred to herein as this "Installment Agreement").

PLEASE SEE YOUR PAYMENT SCHEDULE RIDER FOR THE TOTAL SALE PRICE, TOTAL NUMBER OF PAYMENTS, AND AMOUNT OF EACH PAYMENT. DEFINED TERMS NOT DEFINED HEREIN ARE DEFINED IN YOUR CUSTOMER AGREEMENT.

Comcast Cable Communications, LLC ("Company," "we," or "our") will provide you ("you," "your," or the "Customer") with the home equipment specified herein for the location identified above (the "Premises") in accordance with the terms of this Installment Agreement. For purposes of this Installment Agreement, an "affiliate" means any entity that controls, is controlled by or is under common control with the Company.

1. **INCORPORATION OF XFINITY HOME ALARM INSTALLATION AND SERVICES AGREEMENT ("CUSTOMER AGREEMENT").** ALTHOUGH YOUR CUSTOMER AGREEMENT IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE SECTIONS GOVERNING CHARGES AND BILLING ARE HEREBY INCORPORATED BY THIS REFERENCE IN THIS AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. 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 HOME EQUIPMENT. **Note: This Installment Agreement contains a provision in Section 8 that gives the Company the right to accelerate the balance of any outstanding amount due under this Agreement if you do not receive any of Xfinity TV, Internet, Voice, and Home services or if you move to a different address than the address listed above for the Premises.**
2. **Acceptance of this Agreement; Term.** You will have accepted this Agreement and be bound by its terms upon the earlier of (a) your acknowledgement or acceptance of this Agreement electronically or (b) the effective date of any installation of the Home Equipment.

**BUYER'S RIGHT TO CANCEL.** HOWEVER, IF YOU ARE A RESIDENTIAL CUSTOMER AND YOU HAVE BEEN SOLICITED FOR AND AGREED TO THE PURCHASE OF HOME EQUIPMENT BY A SALES REPRESENTATIVE, APPLICABLE LAW MAY PERMIT YOU TO CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CANCELLATION MUST BE BY NOTICE TO THE COMPANY IN ACCORDANCE WITH APPLICABLE LAW.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF THE COMPANY AND ITS AFFILIATES, AND ITS AND THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS AND SUBCONTRACTORS ("COMPANY RELATED PARTIES"), THE COMPANY'S AND THE COMPANY RELATED PARTIES' LIMITED LIABILITY, AND THE COMPANY'S WARRANTY.

3. **Installation.** The Company agrees to install the Home Equipment in a workmanlike manner, and you agree to pay all applicable installation and activation charges. You must pay all utility charges associated with such installation and the subsequent operation of the Home Equipment. You agree to make the Premises available without interruption during the Company's normal working hours to permit completion of installation work. You understand that installation of the Home Equipment may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. You agree to provide the Company with 110 AC electrical outlets for the Company's power equipment in locations designated by the Company. It is your responsibility to make arrangements for lifting and replacing carpeting for the installation of floor mats and/or wiring, if required. It is the intent of the Company to conceal wiring in the finished areas of the Premises; however, there may be areas where the Company determines, in its sole discretion, that it is impractical to conceal wiring. In such areas, wiring will be exposed and the Company shall not be liable for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria. You must notify the Company in writing of any problems with the installation within thirty (30) days after the completion of installation.
4. **PAYMENTS.** Payment is due on the due date listed on your monthly bill. On each of your next twenty four (24) monthly bills, beginning from the first bill generated after you accept this Installment Agreement, you will see a charge for your Home Equipment, plus all sales taxes. Your specific payment schedule is provided in the attached Payment Schedule Rider. If you fail to pay the full amount due for any or all of the services then any outstanding balance under this Agreement will become due and payable immediately.
5. **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. To pay the total amount due under this Installment Agreement before the final scheduled payment is due, contact our customer account representatives by calling 1-800-XFINITY to request to pay off the remaining balance of this Home Equipment. If you elect to pay off the remaining balance

of this Home Equipment, our customer account representative will include the entire remaining balance on your next bill, which will become your final scheduled payment. There is no penalty or additional fee associated with prepayment under this Installment Agreement.

6. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Home Equipment from any cause during the term of this Installment Agreement. Even if the Home Equipment is lost, stolen or damaged, you remain obligated for the total of the payments. You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your Premises, including coverage for personal injury and property damage. THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE HOME EQUIPMENT, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO THE COMPANY UNDER THIS AGREEMENT. You hereby release the Company and the Company Related Parties from any liability for any event or condition customarily covered by homeowner's insurance. The Company does not guarantee that the Home Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company and the Company Related Parties assume no liability for those risks.
7. **DEFAULT AND REMEDIES.** You are in default under this Installment Agreement if you fail to make any required payment when due; you violate your Customer Agreement; or 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); (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.
8. **ACCELERATION.** To the extent permitted by applicable law, we have the right to accelerate the entire remaining balance due under this Agreement if you (1) no longer receive Xfinity TV, Internet, Voice, and Home services or (2) if you move to a different address than the address listed above for the Premises. Upon acceleration, any outstanding balance due in connection with your purchase of the Home Equipment pursuant to this Agreement will become due and payable on your following bill. If you cancel Xfinity Home but receive at least one of Xfinity TV, Internet, or Voice service, we will continue to bill your monthly payments under this Installment Agreement.
9. **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 this 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 Home Equipment covered by this Installment Agreement without our prior written consent.

10. **ELECTRONIC ACCESS TO AGREEMENT/OTHER COMMUNICATIONS.** By accepting below, you acknowledge that you have access to Comcast's Website at <https://www.xfinity.com/policies>, 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 and Sales Agreement, you may call 1-800-XFINITY and request a copy be emailed to you.
11. **RETURN POLICY.** Customers have 30 days from the date of installation of the Home Equipment to cancel service, return equipment and receive a refund. If you do not return your Home Equipment in accordance with this return policy, you will be responsible for all outstanding charges under this Installment Agreement and it will remain in full force and effect.
12. **LIMITATION OF LIABILITY. YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE HOME EQUIPMENT, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.**

**IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INSTALLING THE HOME EQUIPMENT, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THE COMPANY MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND THE COMPANY. IF THE COMPANY DOES SO A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND THE COMPANY. UNDER NO CIRCUMSTANCE SHALL THE COMPANY'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD IT OR ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS AS INSURERS.**

**THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES**

**AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).**

**THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.**

**SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.**

- 13. Your Indemnity/Protection of Company.** This Agreement is intended only for your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by Company) and release the Company and the Company Related Parties from liability and shall reimburse the Company and the Company Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by the Company or the Company Related Parties in connection with any claims, suits, judgments and causes of action which relate to the Home Equipment. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

Your duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occur while the Company's employees were on the Premises and which were caused solely and directly by those employees.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.

- 14. Miscellaneous.** This Agreement contains the entire understanding between you and the Company with respect to the Home Equipment and your financial obligation to pay for the Home Equipment in installments and replaces any other documents or discussions the Company previously had with you concerning the purchase and installation of the Home Equipment. No handwritten changes or modifications to this Agreement shall be accepted by the Company, and no such changes shall be enforceable.

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the

exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Company is limited to the maximum extent permitted by law. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement.

This Agreement is governed by the laws of Commonwealth of Pennsylvania, without regard to such state's conflict of laws principles. Any suit or action that arises out of or relates or pertains to this Agreement or the subject matter hereof shall be brought only in the state or Federal courts of the Commonwealth of Pennsylvania having jurisdiction.

If any provision of this Agreement is found to be invalid, the invalid portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions shall still be effective. The Company does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and the Company nor trade practice shall act to modify any provision of this Agreement. Nothing contained in this Agreement shall be construed to limit the Company's rights and remedies available at law or in equity. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are incorporated by reference into this Agreement.

#### **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 is set forth above.

#### **PAYMENT SCHEDULE RIDER**

| <b>Annual Percentage Rate</b>            | <b>Finance Charge</b>                      | <b>Amount Financed</b>               | <b>Total of Payments</b>                                                    | <b>Total Sale Price</b>                                                         |
|------------------------------------------|--------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| The cost of your credit as a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you | The amount you will have paid after you have made all payments as scheduled | The total cost of your purchase on credit including your down payment of \$0.00 |
| 0%                                       | \$0                                        | \$360.00                             | \$360.00                                                                    | \$360.00                                                                        |

**YOUR PAYMENT SCHEDULE WILL BE:**

Amount of Monthly Payments: \$15.00 plus all applicable taxes, which will be set forth in your monthly bill.

Number of Payments: 24

Payment Due Date: Payments are due on the due date set forth in your monthly bill.

Late Charges: **Late charges will be assessed under the terms of your Customer Agreement.**

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