

New Hampshire Insurance Company

Administrative Office: 70 Pine Street

New York, NY 10270

(212) 770-7000

**CERTIFICATE
DECLARATIONS**

This Certificate is attached to and made a part of a Master Policy #11050971. The Named Insured shown below has coverage under this Master Policy.

Item 1. NAMED INSURED:

Subscribers on file with the Communications Equipment Service Provider shown in **Item 4.** who have active service with such Communications Equipment Service Provider.

Named Insured mailing address: On file with Communications Equipment Service Provider

Item 2. When Coverage under Certificate is Effective

Coverage under this Certificate is effective as shown in the Coverage Effective Date Endorsement attached to these Declarations.

Item 3. Coverage Period

Subject to Item 2. above, coverage under this Certificate is provided on a one (1) month prepaid basis.

Item 4. Premium for Coverage Provided under this Certificate: \$ 3.99, \$4.99 or \$6.99

Item 5. Communications Equipment Service Provider

Name : **New-Cell, Inc dba Cellcom**
Address: **P.O. Box 5517**
Green Bay, WI 54313

Item 6. Authorized Representative:

Name: **eSecuritel Agency, LLC**
Address: **P.O. Box 03**
Alpharetta, GA 30009

Item 7. Limits of Insurance

Occurrence Limit of Insurance **\$1,000.00** per Occurrence for each Named Insured

Aggregate Limit of Insurance **\$2,000.00** per Named Insured or **two (2)** occurrences within a **twelve (12) month** period of time, whichever comes first

Item 8. Deductible

The deductible will be the amount corresponding to the retail price range of the Named Insured's wireless device when initially purchased.

Retail Price Range	Deductible
\$0.00 - \$224.99	\$50.00
\$225.00 - \$544.99	\$100.00
\$545.00 - \$1,000	\$175.00

Item 9. Accessories

- A. Accessories Included
 - 1. **Battery**
 - 2. **Standard Wall Charger**
- B. Maximum retail value of Accessories
\$200.00

Item 10. Replacement Device

Maximum full retail value of replacement to be charged
\$1,000.00

Item 11. This Certificate consists of the following forms:

- 1. Certificate Declarations Form #101136 (0911)
- 2. Certificate Conditions Form #101131 (0911)
- 3. Communications Equipment Coverage Form #101124 (0911)
- 4. Coverage Effective Form #101127 (0309)
- 5. Amendatory Endorsements

Specimen copies of the Forms referenced above are attached to this Certificate, or if not attached, are available at the following website, www.esecuritel.com/cellcom or may be obtained by calling this toll free number, 888-406-2446.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

This coverage is being provided by New Hampshire Insurance Company.



PRESIDENT



SECRETARY



AUTHORIZED REPRESENTATIVE

COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

The Coverage Part under which Coverage is provided to you as noted in the Certificate Declarations is subject to the following conditions:

A. CANCELLATION AND MATERIAL CHANGES

1. You may cancel your coverage under this Coverage Part by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice through the Communications Equipment Service Provider shown in the Declarations (hereinafter the "Communications Equipment Service Provider")
2. We may cancel your coverage under this Coverage Part by mailing or delivering to you written notice of cancellation, and by delivering notice electronically to you at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason;
3. Our notice will be mailed or delivered to you at the last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation and all insurance for you under this Coverage Part will end on that date.
5. If this Coverage Part is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
6. If cancellation notice is mailed, proof of mailing will be sufficient proof of notice.
7. The insurance under this Coverage Part is provided to you for the Coverage Period shown in the Declarations unless you cease to be a valid, active and current subscriber of your Communications Equipment Service Provider.
8. In the event of any material change in the coverage terms, premium or the deductible, you will be provided sixty (60) days advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in monthly premiums, coverage terms or the deductible, you will be bound by those changes.

B. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of loss or damage to Covered Property:

1. In the event that your Covered Property is lost or stolen, notify the Communications Equipment Service Provider as soon as possible to suspend service.
2. If a claim involves a violation of law or any loss of possession, promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
3. Report the loss or damage promptly to us not later than sixty (60) days from the date of loss or damage. If the loss or damage is not reported within sixty (60) days, your claim will be forfeited. All claims must be submitted through our Authorized Representative shown in the Declarations (hereinafter our "Authorized Representative") for our approval prior to the delivery of replacement equipment. Any claims that are not submitted through

our Authorized Representative for our approval will not be honored and fulfilled.

4. Take all reasonable steps to protect the Covered Property from further damage. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. Provide us with a detailed proof of loss statement, a police report case number, and/or a copy of the police report filed for theft, attempted theft, vandalism or lost equipment within sixty (60) days of the date the loss or damage is reported prior to receiving replacement equipment.
6. Proof of loss requirements are satisfied once all requested information has been received as outlined in these Conditions. All Covered Property that has been replaced is considered the property of the Authorized Representative.
7. If the Covered Property is damaged, the Covered Property must be retained by you until your claim is completed, and you may be required to return the Covered Property to us at our expense. If lost or stolen Covered Property is recovered, it must be returned to the "Authorized Service Facility" at our expense. The Covered Property should not remain activated nor be reactivated except with prior consent from us. If Covered Property is not returned to us within sixty (60) days of receipt of the replacement equipment, a salvage non-return fee may be billed to you. The salvage non-return fee will not exceed the value of the Covered Property that was not returned.
8. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
9. Cooperate with us in the investigation or settlement of the claim.
10. Provide a copy of the original bill of sale.
11. We may examine you under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including your books and records. In the event of an examination, your answers must be signed.
12. Provide us with all of the necessary information required to approve replacement of the Covered Property within sixty (60) days of the date that you report the loss or damage to us. Failure on your part to take delivery of replacement equipment within sixty (60) days of claim approval by us will result in forfeiture of your claim.

C. LOSS SETTLEMENT

1. In the event of loss or damage to Covered Property, we will arrange for the replacement of the lost, stolen or damaged Covered Property through the "Authorized Service Facility".
2. You will not be entitled to receive cash in lieu of actual replacement equipment. In no event will you be reimbursed for any out-of-pocket expenses.
3. Replacement equipment may be refurbished equipment or equipment of like kind and quality subject to the following:
 - a. If your original make and model of equipment is no longer carried by your Communications Equipment Service Provider and is not available from its approved

inventory in the "Authorized Service Facility" at the time of approval of your replacement request, you will receive comparable equipment.

- b. Equipment failure evaluations performed by the Communications Equipment Service Provider and/or our Authorized Representative and/or the manufacturer may be required prior to approval of your request for replacement of the Covered Property.
- 4. All claims for covered loss or damage under this Coverage Part will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss or damage to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss. No claim shall be honored or made good if you have collected for the direct physical loss or damage from others. We will ship approved replacement equipment directly to you within the United States or you may be required to pick up your replacement at an "Authorized Service Facility". You must be available to take delivery of the replacement equipment or pay the added cost of replacement equipment re-delivery.
 - 5. Any recovery or salvage on a loss will accrue, entirely to our benefit, until the cost of the claim incurred by us has been made up. You must return to us any damaged and malfunctioning equipment as well as any recovered lost or stolen equipment.
 - 6. If any Accessories are shown on the Declarations page, we will cover the cost associated with the repair or replacement of such Accessories up to a maximum retail value of Accessories shown in the Declarations. Any amount in excess of that maximum will be funded by you.

D. ADDITIONAL CONDITIONS

1. Transfer Of Rights Of Recovery Against Others to Us

If any person or organization to or for whom we honor a claim under this Coverage Part has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a covered loss to your Covered Property only if, at time of loss that party is one of the following:
 - (1) someone covered under this Coverage Part;
 - (2) a business firm:
 - (a) Owned or controlled by you;
 - (b) That owns or controls you; or
 - (c) Your tenant.

This will not restrict your insurance.

2. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

- a. This coverage;
- b. The Covered Property;

- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Part.

If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in **Item 8.** of the Declarations).

3. Legal Action Against Us

No one may bring legal action against us under this Coverage Part unless:

- a. There has been full compliance with all terms of this Coverage Part; and
- b. The action is brought within two (2) years after you first have knowledge of the loss or damage.

4. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

5. Coverage Territory

The coverage territory is worldwide but the cost of replacement will be valued in U.S. currency at the time of replacement.

6. Transfer of Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent.

7. Applicable Law

We agree that any terms of the Coverage Part not in conformity with applicable law are conformed to comply with such law. If any portion of the Coverage Part is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Coverage Part.

8. Changes

The Coverage Part contains all the agreements between you and us concerning the insurance afforded. The Coverage Part's terms can be amended or waived only by endorsement issued by us and made a part of the Coverage Part.

9. Premiums

The Named Insured shown on the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

The premium shown in the Declarations will be payable in advance and will be charged to the Named Insured's regular account with the Communications Equipment Service Provider for transmittal to us. The Named Insured has 15 days after receiving the

Certificate to determine if they want to keep the coverage without any premium being earned.

10. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

COMMUNICATIONS EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to Section **E. DEFINITIONS**.

A. Coverage

We will cover direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means the wireless device owned by you and for which the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) is on record with us at the time of loss, and any Accessories shown in the Declarations, but only if such Accessories are lost or damaged with such wireless device

2. Property Not Covered

- a. Contraband or property in the course of illegal transportation or trade.
- b. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
- c. Property in transit to you from a manufacturer or seller that is not the "Authorized Service Facility".
- d. Color face plates, personalized data, or customized or downloaded software, such as personal information managers (PIM's), ring tones, games, or screen savers.
- e. Removable data storage devices.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to Covered Property except loss or damage recoverable under the manufacturer's warranty and those causes of loss listed in the Exclusions.

B. Exclusions

1. We will not cover loss or damage caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action,

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

(1) Any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not cover loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss, interruption of business or inconvenience; an increase of loss or damage caused by or resulting from the delay in replacing Covered Property due to interference at the location of replacement by strikers, other persons or any other Cause of Loss.
- b. Rodents, insects, vermin, or other wild animals.
- c. "Intentional parting" with any property by you or anyone entrusted with the property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Obsolescence, including technological obsolescence of the Covered Property.
- e. Dishonest or criminal act committed by:
 - (1) You, or any of your authorized representatives;
 - (2) Anyone else with an interest in the property or their authorized representatives; or
 - (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons.

- f. Change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered Property however caused, including, but not limited to, scratches, marring, and cracked displays that occur to Covered Property that does not affect the mechanical or electrical function of the Covered Property.
- g. Faulty repair, adjusting, installation, servicing, or maintenance unless fire or explosion ensues and then only for loss or damage by ensuing fire or explosion.
- h. The presence, discharge, dispersal, seepage, migration, release or escape of "Pollutants."
- i. Unauthorized repair or replacement.
- j. Preventative maintenance or preferential adjustments.
- k. Use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions. Any damage that is the result of abuse or of any intentional act.
- l. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Property or recall by the manufacturer.
- m. Loss or damage to batteries (unless batteries are listed as an Accessory on the Declarations page), personalized data, or customized software, such as personal information managers (PIM's), ring tones, games, or screen savers; or loss or damage to antennas, external

housings or casings that does not affect the mechanical or electrical function of the Covered Property.

- n. Normal wear and tear, gradual deterioration, inherent vice or latent defect.
- o. Malfunction including "Mechanical and/or Electrical Failure".
- p. "Computer Virus," whether intentional or unintentional, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this Coverage Form.

C. Limits of Insurance

The Aggregate Limit of Insurance is the most we will pay for all loss or damage under this policy or the maximum number of occurrences for a designated period of time, shown in the Declarations. Subject to the Aggregate Limit of Insurance, the most we will pay for loss or damage in any one occurrence to each Named Insured is the applicable Occurrence Limit of Insurance shown in the Declarations.

D. Deductible

Each occurrence is subject to a nonrefundable deductible. Such deductible must be paid prior to repair or replacement of any Covered Property.

E. Definitions

- 1. "Authorized Service Facility" means the location or locations that serve as a replacement facility for the program and supply replacements for Covered Property. Selection of the "Authorized Service Facility" will be at the sole discretion of us or our authorized representative.
- 2. "Computer Virus" means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of Covered Property.
- 3. "Intentional Parting" means any act done purposely that contributes to the loss or theft of the Covered Property. Such acts include but are not limited to voluntary parting with the Covered Property in a community shared or public space by you or anyone entrusted with the Covered Property, surrendering the Covered Property to any non-governmental authority regardless of inducement to do so and entrusting or issuing the Covered Property to any of your authorized representatives.
- 4. "Mechanical or Electrical Failure" means failure of Covered Property to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions.
- 5. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including but not limited to bodily fluids, condensation, smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

By signing below, our President and the Secretary agree on our behalf to all the terms of this Policy.



PRESIDENT



SECRETARY

This Policy shall not be valid unless signed at the time of issuance by our authorized representative, either below or on the Declarations page of the policy.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. 11050971 issued to New-Cell, Inc dba Cellcom by New Hampshire Insurance Company.

COVERAGE EFFECTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

CERTIFICATE DECLARATIONS

Item 2. When Coverage under Certificate is Effective of the Declarations is amended to include the following:

- A. Coverage under the Certificate is effective on the Day Coverage Effective shown in Column B corresponding to the Time the Request Submitted for Enrollment in Column A.

A. Time Request Submitted for Enrollment	B. Day Coverage Effective
Request for enrollment of coverage for new Covered Property submitted at time of purchase of Covered Property from Communications Equipment Service Provider	Coverage effective immediately following the submission of request for enrollment
Request for enrollment of coverage for used or refurbished Covered Property submitted at time of activation of Covered Property with Communications Equipment Service Provider	Coverage effective at 12:01 am on the last day of the Waiting Period for used or refurbished Covered Property shown in Paragraph B., below, following submission of request for enrollment, unless notified that request not approved

B. Waiting Period

Used or refurbished Covered Property **30 days**

All other terms and conditions of the policy remain the same.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. forms a part of Policy No. 11050971 issued to New-Cell, Inc dba Cellcom by New Hampshire Insurance Company.

WISCONSIN CHANGES

This endorsement modifies insurance provided under the following:

COMMUNICATIONS EQUIPMENT COVERAGE FORM COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS

1. The COMMUNICATIONS EQUIPMENT COVERAGE FORM is modified as follows:
Section **B. Exclusions** is amended to include the following:
 1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of you; and
 - b. With the intent to cause a loss.
 2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Form and is proximately related to and
 - a. The loss arose out of an act or pattern of abuse or domestic abuse; and
 - b. The perpetrator of the loss is criminally prosecuted for the act or acts causing the loss.
 3. If we pay a claim pursuant to Paragraph **2.**, our payment to the innocent insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limits of Insurance.
2. The COMMUNICATIONS EQUIPMENT CERTIFICATE CONDITIONS is modified as follows:
 - A. Paragraph **2** of Section **A. Cancellation and Material Changes** is deleted and replaced by the following:
 2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least 10 days before the effective date of cancellation.
If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.
If this policy has been in effect for 60 days or more, except as provided in Paragraph **9.** below, we may cancel this policy only for one or more of the following reasons:
 - a. The policy was obtained by material misrepresentation;
 - b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

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- c. There have been substantial breaches of contractual duties, conditions or warranties;
or
- d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to Section A. Cancellation and Material Changes:

9. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to you written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from you prior to the date of cancellation.

C. The following is added to Section A. Cancellation and Material Changes:

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:

- (1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
- (2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:

- (1) Increases the risk at the time of loss; or
- (2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify you of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. Paragraph 1. Transfer Of Your Rights Of Recovery Against Others To Us of Section D. Additional Conditions is amended to include the following:

If we pay an insured for a loss to an innocent co-insured as described in Paragraph 2. of Section 1. of this endorsement, the rights of the insured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator.

We will be entitled to any recovery only after you have been fully compensated for damages.

C. Paragraph 2. Concealment, Misrepresentation or Fraud of Section D. Additional Conditions is deleted in its entirety and replaced with the following:

1. No misrepresentation and no breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part affects our obligations unless, if a misrepresentation, the person knew or should have known that the representation was false, and unless:
 - a. We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or
 - b. The facts misrepresented or falsely warranted contribute to the loss.
2. No failure of a condition before a loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach exists at the time of loss and either:
 - a. Increases the risk at the time of loss; or
 - b. Contributes to the loss.

If, when inspected by the "Authorized Service Facility", the make/model and condition of the Covered Property does not match that as attested to in the Proof of Loss statement, or is not damaged, the Authorized Representative reserves the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in **Item 8.** of the Declarations).

All other terms and conditions of the policy remain the same.

ESECURITEL SERVICE WARRANTY PROGRAM
WIRELESS DEVICE SERVICE CONTRACT/EXTENDED LIMITED WARRANTY

The terms “You”, “Your”, and “Subscriber” refer to the purchaser of this service contract or extended limited warranty (hereinafter referred to as “Agreement”). The terms “We,” “Us,” “Our”, “Obligor”, and “eSecuritel” refer to the provider of this Agreement. eSecuritel Holdings, LLC is the provider and obligor in all states except Florida and Oklahoma where Lyndon Southern Insurance Company is the provider and obligor. eSecuritel Holdings, LLC is the administrator of this Agreement. This Agreement is not an insurance policy.

1. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** If you purchased this Agreement, as stated on the receipt, in Connecticut, the District of Columbia, Florida, Indiana, Louisiana, Maine, Massachusetts, Michigan, New Jersey, North Carolina, Pennsylvania, Rhode Island, or South Dakota, this Agreement is an extended limited warranty. Otherwise, it is a service contract.

2. **COVERAGE:** In exchange for a Service Fee paid in accordance to the Payment Terms, we agree to repair or replace the Wireless Device (“Covered Product”) listed in the Service Contract or Extended Limited Warranty Application (the “Application”) if, under normal conditions and use, the Wireless Device fails to operate properly due to manufacturer’s defects or workmanship (the “Covered Causes”). All Wireless Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:

- (a) Call (888) 406 - 2446 within sixty (60) days of the date your Covered Product first fails to operate properly and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Wireless Device information, including the make, model, IMEI/ESN/MEID, description of the Covered Cause, and if requested by eSecuritel, proof of ownership of the Wireless Device and any other reasonably requested documentation and verification.
- (b) You must provide all required information pertaining to the Covered Product and Cause within sixty (60) days of initially reporting the claim, and if approved, take possession of the replacement device or have your wireless device repaired within sixty (60) days of the approval.

(c) Upon eSecuritel’s request, you must take the Covered Product to an Authorized Service Center for inspection and/or repair.

(d) If a replacement wireless device is provided, return the claimed Covered Product as directed to the Authorized Service Location immediately upon receipt of the replacement wireless device.

(e) Be a valid, active, and current Subscriber of Cellcom.

(f) Not have any outstanding debts or fees owed to eSecuritel Holdings, LLC or the Obligor.

Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement. Purchase of this Agreement is not required in order to purchase or obtain financing for the Covered Product.

“Covered Product” means the eligible wireless device owned by you and for which the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) is on record with us when the Wireless Device first fails to operate properly. To be considered covered property, the wireless device must have logged outgoing airtime with your Wireless Service Provider after the request for coverage for the Covered Product and within sixty (60) days prior to reporting the Wireless Device failure, and for which You can provide Us proof of ownership.

3. **ELIGIBILITY:** Only wireless communication devices purchased from Cellcom or provided to the Subscriber as a replacement device as a result of a claim against this Service Warranty Program or the Manufacturer’s Warranty are eligible for coverage. You must be able to provide a valid proof of ownership at the time of purchase and/or claim.

As the program provider, eSecuritel Holdings, LLC accepts applications at its sole discretion. The Subscriber must not be in breach of any material term of or have engaged in fraud with respect to this Agreement at any time.

(a) By entering this Agreement, You, the Subscriber, understand and authorize eSecuritel to access your account records with your Wireless Communications Service Provider to validate your enrollment and claim eligibility.

(b) We may contact you regarding your coverage, enrollment, and/or claims via Short Message Service (SMS) text messaging. You will assume any and all fees assessed by your wireless carrier for the SMS text messages. You may opt out of SMS messaging by updating your account on www.esecuritel.com/cellcom or sending your request via mail to eSecuritel.

4. EFFECTIVE PERIOD OF COVERAGE:

This Agreement shall become effective upon the Subscriber's payment of the Service Fee (the "Service Fee") due upon purchase date of this Agreement.

YOUR COVERAGE FOR THE COVERED CAUSES UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED PRODUCT AS NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM CELLCOM AND AT THE SAME TIME YOU PURCHASED THIS AGREEMENT OTHERWISE, COVERAGE WILL BEGIN THIRTY (30) DAYS AFTER THE AGREEMENT PURCHASE.

5. TERM AND RENEWAL:

The Term Period is monthly. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Agreement pursuant to Section "CANCELLATION/ TERMINATION AND REFUNDS". The Subscriber's failure to pay Service Fee in advance or ceasing to be an active subscriber of Cellcom or the Total Coverage Program, regardless of cessation reason, is considered termination of the Agreement by the Subscriber and the Agreement may not be renewed.

No party is obligated to renew this Agreement. Prices, conditions and limitations of this Agreement may change upon renewal. By purchasing this service contract or extended limited warranty, You agree that You may be contacted regarding renewals and upgrade plans.

6. CHANGE IN COVERED PRODUCT:

This Agreement only provides coverage for the Wireless Device listed on the initial Application. If a change in the Wireless Device being used on your account occurs, you must apply for coverage of the new wireless device. Such Wireless Device will be subject to the Agreement terms and conditions under the Agreement for that Wireless Device at the time of request for a change in Covered Product, which may include a higher fee and/or deductible and/or a wait period for coverage. If you continue to pay Service

Fee fees after we have been notified of such change in Covered Product or a change in Covered Product results from a claim against this Agreement, You have agreed to all changes to coverage, premium, and deductibles. Changes to Covered Product are subject to approval by eSecuritel; You will be notified within 30 days of request if such change was denied.

7. REPAIR OR REPLACEMENT PRODUCTS:

At Our sole discretion, we may replace or repair the Covered Product. If we elect to replace the Covered Product and the identical make and model is no longer available or unavailable in inventory, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. At Our option, a replacement product may be either new or refurbished and of a different brand, model, and/or color. Non-original manufacturer parts may be used in refurbished products or to repair the Covered Product.

In the event a comparable replacement device per Our assessment is not available or the Covered Product is irreparable, we may provide cash reimbursement or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original covered product or the cost of a replacement product of like kind and quality, less any deductible. If you are eligible for a cash reimbursement, you will be required to provide proof of purchase for the replacement equipment.

8. PAYMENT AND FEES:

(a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a Service Fee, also referred to as Premium, payable in accordance to these Payment Terms ("Payment Terms").

Your Service Fee is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time You purchased the covered device and the length of Your Term Period. Refer to the following table for Your Service Fee.

New Retail Price	Service Fee
\$0 - \$224.99	\$1.00
\$225.00 - \$544.99	\$1.00
\$545.00 - \$1,000.00	\$1.00

Your **monthly** Service Fee for this Agreement will be shown on your **monthly** service bill from Cellcom. You agree to pay the amount shown on your bill to Cellcom, inclusive of the manufacturer's warranty

period, in accordance to the same terms and conditions set forth under Your Cellcom subscriber agreement.

b) Deductible/Processing Fee Per Replacement

or Repair: The Subscriber shall pay a non-refundable deductible on a per occurrence basis prior to receiving any repair or replacement equipment for the Covered Product (the “Deductible”).

Your Deductible is \$50.00.

c) Failure to Return Equipment/Non-return

Charge: You must surrender the Covered Product immediately upon receipt of replacement device to the Authorized Service Location providing the replacement device, and you must solely bear the costs of transporting the Covered Product to the Authorized Service Location.

You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. The non-return fee will be less than or equal to the cost to eSecuritel to replace the Covered Product less any Deductible received.

d) Invalid Claim: If, within the latter of twenty (20) days after the Subscriber receives the replacement equipment or eSecuritel receives the claimed Covered Property, eSecuritel determines, in its sole discretion, that the Subscriber’s replacement coverage claim is not for a Covered Cause under this Agreement, the Subscriber’s Account shall automatically be charged for an amount not to exceed the manufacturer’s suggested retail price of the replacement equipment less any Deductible received.

9. LIMITATION OF LIABILITY AND

EXCLUSIONS: eSecuritel’s liability hereunder shall be limited to the cost of **two (2) repairs** and device replacements within any **twelve (12) months** and in no event shall the cost of such replacement equipment for the Wireless Device exceed the Maximum Benefit of **\$1,000.00** per claim occurrence. If You have exhausted the allowable number of claims, the service fee is fully earned.

This Agreement does not cover the following:

- a) Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada;
- b) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement;
- c) Products with altered or removed serial numbers;

- d) Products used for commercial or rental purposes;
- e) Any failure resulting from any cause other than normal use and operation of the Wireless Device in accordance with the manufacturer’s specifications and owner’s manual, including, without limitation, damages or injury caused in whole or in part by acts of God, theft, loss, accident, neglect, abuse, intentional misuse, negligence, mishandling, misuse, vandalism, insects, vermin, wild animals, power failure, power surge, power reduction, software viruses or exposure to weather conditions, including exposure to extreme changes in temperature or humidity;
- f) Cosmetic damage or other damage that does not affect functionality of the Wireless Device, including, without limitation, changes in color, texture, finish, extraction, or contraction of, scratches to, abrasions to, chipping of, cracking of or impact damage to the Wireless Device;.
- g) Preventative maintenance;
- h) Batteries, chargers and car kits;
- i) Data lost, corrupted, damaged or otherwise unusable;
- j) Claim due to diminished battery life;
- k) Accessories that are non-essential to the functioning of the product;
- l) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;
- m) Any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the Wireless Device by any person other than eSecuritel or its authorized representatives;
- n) Claimed obsolescence of the Wireless Device including technological obsolescence; or
- o) The Subscriber’s failure to use reasonable means to protect the Wireless Device from further damage after a failure occurs.
- p) Wireless communication devices that are not purchased from Cellcom or its authorized dealers.

UNDER NO CIRCUMSTANCES SHALL ESECURITEL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED PRODUCT, DELAYS IN REPLACEMENT OF THE WIRELESS DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION

OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SUBSCRIBER IF THE SUBSCRIBER LIVES IN SUCH STATE.

10. NO TRANSFER; NO THIRD PARTY BENEFICIARIES: This Agreement and any rights and remedies of the Subscriber hereunder shall inure solely to the benefit of the Subscriber and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement and any rights or remedies of the Subscriber hereunder are non-transferable by the Subscriber and do not cover any claim made under this Agreement by any other person or entity, and any attempt by the Subscriber to transfer or assign this Agreement or any rights or remedies of the Subscriber hereunder shall be null and void and of no force or effect.

11. CANCELLATION/TERMINATION AND REFUNDS:

(a) The Subscriber may cancel this Agreement at any time for any reason by calling Cellcom at (800) 236 - 0055 or delivering advance written notice of cancellation to eSecuritel Cancellation Department, P.O. Box 03, Alpharetta, GA 30009. Your right to void this Agreement during the first 30 days following receipt is not transferable and applies only to the original Agreement purchaser. eSecuritel may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by eSecuritel shall be in accordance with applicable state laws and regulations.

(b) Unless otherwise required under applicable law, if the Subscriber or eSecuritel cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has not made a claim under this Agreement, the Agreement is considered void and eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement.

(c) Unless otherwise specified under applicable law, if the Subscriber or eSecuritel cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a claim under this Agreement, eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement less the value of any replacement equipment provided for such claim by eSecuritel to the Subscriber.

(d) Unless otherwise required under applicable law, if the Subscriber or eSecuritel cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, eSecuritel shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the value of any replacement equipment previously provided by eSecuritel to the Subscriber under this Agreement.

(e) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, Washington and Wyoming at the time of cancellation of this Agreement, if eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, eSecuritel shall remit to the Subscriber the amount due and owing from eSecuritel plus an additional ten percent (10%) of such amount for each month eSecuritel fails to remit to the Subscriber such amount.

12. DISPUTE RESOLUTION: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA's Web site at www.adr.org. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and

applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

13. **NOT A CONTRACT OF INSURANCE:** This Agreement is not an insurance policy or a contract of insurance. In all states except CA, CT, FL, GA, OK, UT, and WI, the obligations of eSecuritel under this Agreement are backed by the full faith and credit of the provider's parent company Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 1-304-421-6000). In those specific states, the obligations of eSecuritel under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to eSecuritel. If eSecuritel does not perform its obligations hereunder within sixty (60) days after the Subscriber files a claim with eSecuritel, the subscriber is entitled to file a claim directly with insurer indicated for the customer's state at the below address.

(a) GA Customers: Insurance Company of the South, 10151 Deerwood Park Blvd, Bldg. 100 Ste. 330, Jacksonville, FL 32256 (1-800-888-2738)

(b) CA & WI Customers: Dealer Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

(c) CT, FL, OK, and UT Customers: Lyndon Southern Insurance Company of the South, 10151 Deerwood Park Blvd, Building 100, Ste 330, Jacksonville, FL 32256 (1-800-888-2738)

(d) WA Customers: Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

14. **SELLER.** The Seller of this Agreement is as listed on your receipt.

15. **STATE SPECIFIC VARIATIONS.** The following state specific variations shall control if

inconsistent with any other terms or conditions of this Agreement:

(a) **Arizona Resident at Time of Purchase.** We will not cancel or void this Agreement due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(b) **Arkansas Customers.** If We cancel this Agreement, We will mail the Subscriber a written notice at least fifteen (15) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(c) **California Customers.** Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement within thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber for this Agreement less the value of any replacement or repair services received. If the Subscriber cancels this Agreement after thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the coverage term, prorated on a daily basis, less the sum of (i) the value of any replacement or repair services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fee paid by the Subscriber under this Agreement or twenty-five dollars (\$25.00), whichever is less. Section "DISPUTE RESOLUTION" does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair ("**BEAR**"). To learn more about this process, the Subscriber may (i) contact BEAR at 1-800-952-5210, (ii) write to the California Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or (iii) visit BEAR's website at www.bear.ca.gov.

(d) Connecticut Customers. In the event of a dispute with eSecuritel under this Agreement, the Subscriber may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Such written complaint must contain a description of the dispute, the price of the Covered Product and cost of repair, and a copy of this Agreement. If the Subscriber returns the covered Wireless Device, the Subscriber may cancel this Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS".

(e) Florida Customers. Section "Cancellation/TERMINATION and REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee, prorated on a daily basis, less the value of any replacement equipment provided by eSecuritel to the Subscriber. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis. Section "DISPUTE RESOLUTION" shall not apply.

(f) Georgia Customers. Your initial wait period for coverage will not exceed 30 days. You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 12 of this Agreement. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this agreement is terminated prior to its expiration, We will not deduct claims paid from any refund owed. We may only terminate this Agreement before the end of the agreement term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Section 9(b) is removed and replaced by the following: Any and all pre-existing conditions with respect to the Wireless Device known by the Subscriber that occur before the effective date of this Agreement.

(g) Missouri Customers. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(h) Montana Customers. If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(i) Nevada Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. All references to "Georgia" in this Agreement, with regard to the governance, construction, and enforcement of this Agreement, are hereby replaced with "Nevada".

Section 2 "Coverage" (f) is removed in its entirety for Nevada customers.

Section 8 "Payment and Fees" refers to a "non-refundable Enrollment Fee", any reference to a "non-refundable Enrollment Fee" is removed. For Nevada customers, if you paid an Enrollment Fee or Activation Fee, or another fee of a similar nature, pursuant to this Agreement, then such a fee is hereby considered a part of the Service Fee and is deemed to be refundable in the same manner as the Service Fee, pursuant to the provisions of this Agreement that pertain to the Service Fee.

If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement or (iv) a material change in the nature or extent of the required service occurs after the effective date of this Agreement which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Agreement was sold to the Subscriber. If this Agreement is terminated prior to its expiration, either by Subscriber or by eSecuritel, no deductions for claims fulfilled will be made to Your refund. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(j) New Hampshire Customers. If the Subscriber does not receive satisfaction under this Agreement, the Subscriber may contact the New Hampshire Insurance

Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-735-2964.

(k) New Mexico Customers. If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement before the expiration of the agreed term or one year after the effective date of the service contract, whichever occurs first, unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(l) North Carolina Customers. eSecuritel may not cancel this Agreement unless the Subscriber violates a term or condition of this Agreement or fails to pay the Service Fee when due.

(m) Oklahoma Customers. This Agreement is not issued by the manufacturer of or a wholesale company marketing the Wireless Device. This Agreement shall not be honored by such manufacturer or wholesale company. If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the actual cost of any products or services provided. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of the unearned pro rata Service Fees paid by the Subscriber under this Agreement less the actual cost of any products or services provided. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

(n) Oregon Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon. The Arbitration provision of this Contract is deleted in its entirety.

(o) South Carolina Customers. If this Agreement was purchased by the Subscriber in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of

Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, 1-800-768-3467.

(o) Texas Customers. If the Subscriber has any consumer complaints regarding this Agreement, the Subscriber may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202.

(p) Utah Customers. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. To obtain reimbursement for an emergency repair, please contact eSecuritel at (866) 277 – 6325. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association.

If the Subscriber demonstrates that it was not reasonably possible to notify eSecuritel within sixty (60) days the Covered Product first failed, the claim is still valid so long as the Subscriber notifies eSecuritel as soon as reasonably possible.

Section “CANCELLATION/TERMINATION AND REFUNDS” is removed and replaced with the following: eSecuritel shall not cancel this Agreement except for: (i) fraud, material misrepresentation, or substantial breach of contractual duties, conditions, or warranties by the Subscriber, (ii) a substantial change in risk assumed, or (iii) the Subscriber’s failure to pay the Service Fee. Cancellation of this Agreement shall be in writing to the Subscriber ten days (10) days before the cancellation effective date for nonpayment of the Service Fee and thirty (30) days for other reasons.

Any matter in dispute between the Subscriber and eSecuritel shall be subject to Section “DISPUTE RESOLUTION” as an alternative to court action. Any decision reached by arbitration shall be binding upon both the Subscriber and eSecuritel. The arbitration award may include attorneys’ fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Section “GOVERNING LAW” is removed and replaced with the following: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

(q) Washington Customers. Any limit to number of claims allowed as identified in Section “Limitation of Liability and Exclusions” does not apply to Washington customers. If We cancel this Agreement, We will mail You written notice of the cancellation including reason for and effective date at least twenty one (21) days prior to the effective date of such cancellation. The following is added to Section “Dispute Resolution”: Nothing in Section “Dispute Resolution” shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement.

(r) Wisconsin Customers. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. The Subscriber may, within fifteen (15) days of the delivery of this Agreement, reject and return this Agreement to eSecuritel for a full refund of the Service Fees paid by the Subscriber under this Agreement less actual costs or charges needed to issue and service this Agreement.

(s) Wyoming Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. If eSecuritel cancels this Agreement, eSecuritel shall deliver a written notice to the Subscriber at the last known address of the Subscriber contained in the records of eSecuritel at least ten (10) days before the cancellation effective date. Prior written notice of eSecuritel's cancellation of this Agreement is not required if the reason for cancellation is a nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Wireless Device or its use. In the State of Wyoming, arbitration proceedings shall be conducted in accordance with the Wyoming Arbitration Act and arbitration can only be final and binding if agreed to by the parties involved in a separate written agreement.

15. **ENTIRE AGREEMENT**. This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

16. **GOVERNING LAW**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

17. **AMENDMENT; WAIVER**. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this Agreement and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

OBLIGOR:

All States except FL & OK

eSecuritel Holdings, LLC
P.O. Box 03
Alpharetta, Georgia 30009
(866) 277-6325

Florida and Oklahoma

Lyndon Southern Insurance Company
10151 Deerwood Park Boulevard
Building 100, Suite 330
Jacksonville, FL 32256

Washington

Dealers Alliance Corporation
3518 Riverside Drive
Upper Arlington, OH 43211