

New Hampshire Insurance Company  
(a capital stock company)  
("Company")

Administrative Offices  
175 Water Street, New York, NY 10038  
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS EQUIPMENT  
INSURANCE POLICY**

**DECLARATIONS**

**POLICY NO.: 011793987**

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1. **INSURED'S NAME AND MAILING ADDRESS:** The Named Insured, New-Cell, Inc. dba Cellcom, and the various Insured Customers of the Named Insured on file with the Company or its Authorized Representative, who have enrolled and been accepted under the wireless communications equipment insurance program insured under this policy.

Address of the Named Insured:  
P.O. Box 5517  
Green Bay, WI 54313

Name and Address of the Insured Customers: As specified in the records and files of the Company or its Authorized Representative.

2. **POLICY PERIOD:**

Named Insured: Effective as of March 6, 2020 12:01 a.m. Standard Time, at the address of the Named Insured as stated in Item 1 above, and is continuous thereafter for thirty-six (36) months, expiring at 12:01 a.m. Standard Time on the expiration date. Thereafter, the policy will renew on a month-to-month basis.

Insured Customers: Effective as of March 6, 2020 12:01 a.m. Standard Time, at the address of the Named Insured as stated in Item 1 above, and is continuous thereafter, from month-to-month until terminated as provided in the policy, expiring at 12:01 a.m. Standard Time on the applicable expiration date, as chosen by Insured Customers and as specified in the records and files of the Company or its Authorized Representative.

3. **PREMIUM:** In return for the payment of the premium due hereunder, and subject to all of the terms and conditions of this policy and the Commercial Inland Marine Wireless Communications Equipment Coverage Certificates ("Certificates") issued under and forming a part of this policy as more fully identified in the Schedule ("Schedule") referred to in Item 5 of these Declarations, the Company agrees to provide the insurance as stated in this policy and the Certificates.

4. **COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:** The Limits and Deductible are per the Certificates in effect from time to time for the insurance afforded under the policy as more fully identified in the attached Schedule. The Coverage Options chosen below are available under this policy as shown in the applicable Coverage Certificate:

Type: Repair or Replacement

Plan: a. Direct, Sudden and Accidental Physical Damage  
b. Theft or Lost Equipment

Account - Type: Line Based

Effective Date: If You submit Your request for enrollment for coverage at **Initial Activation:** Your coverage begins upon Our approval. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment. We or Our Authorized Representative will notify you within fourteen (14) days if Your request is not approved.

If You submit Your request for enrollment for coverage after Initial Activation: Your coverage begins upon Our approval and completion of the **Waiting Period** on the thirtieth (30<sup>th</sup>) day following the submission of Your request for enrollment. We or Our Authorized Representative will notify you prior to the completion of the **Waiting Period** if Your request is not approved.

Aggregate Limits: A maximum of 2 replacements of Equipment will be allowed per Wireless Number in any one 12 month period.

Deductible:

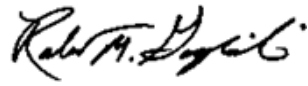
<b>Equipment Tier</b>	<b>Non-Subsidized, Non-discounted Retail Price of Equipment</b>	<b>Repair Deductible</b>	<b>Replacement Deductible</b>
1	\$0.00 - \$224.99	N/A	\$50.00
2	\$225.00 - \$524.99	\$50.00	\$100.00
3	\$525.00 - \$999.99	\$50.00	\$175.00
4	\$1,000.00 - \$1,499.99	\$50.00	\$250.00
5	\$1,500.00 - \$2,000.00	\$50.00	\$300.00

Territory: United States and its Territories

5. **FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY:** As more fully identified in the attached Schedule to these Declarations.

6. **PREMIUM FOR ALL COVERAGE PARTS:** As per monthly bordereau.

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AUTHORIZED REPRESENTATIVE

New Hampshire Insurance Company  
(a capital stock company)  
("Company")

Administrative Offices  
175 Water Street, New York, NY 10038  
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS COMMUNICATIONS  
EQUIPMENT INSURANCE POLICY  
COVERAGE FORM**

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this policy the words "You" and "Your" refer to an **Insured Customer**. "Company", "We", "Us" and "Our" refer to the insurance company providing this insurance.

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS section of this policy.

In consideration of the payment of the premium when due and in reliance upon the statements in the Declarations and subject to the Limits of Exclusions, Liability, Conditions and other terms of this policy, We agree to provide as follows:

**SECTION I – COVERAGE**

**A. INSURING AGREEMENT**

We agree to insure the **Named Insured** and the **Insured Customers** of the **Named Insured** who are eligible and have been enrolled for coverage under this policy in accordance with its provisions with respect to **Equipment** to which this policy applies. We will provide Certificates as evidence of insurance under this policy for delivery to each **Insured Customer** which shall set forth the coverage provided under this policy, the limits of coverage, the applicable deductibles, the claims filing requirements, and all material terms and conditions of coverage.

**B. POLICY COMPOSITION**

This policy is comprised of this Coverage Form, one or more Certificates and/or one or more Endorsements, all as more fully identified in the Schedule to the Declarations of this policy.

Any terms or conditions contained in any Certificate or any Endorsement scheduled in the Schedule to the Declarations of this policy subsequent to the inception date supersedes any conflicting condition in this Coverage Form other than the Cancellation provisions applicable to this policy.

## **SECTION II – EXCLUSIONS**

The insurance afforded under this policy and the Certificates do not provide coverage with respect to damage or loss under certain circumstances as set forth in the Certificates issued hereunder.

## **SECTION III – LIMITS OF INSURANCE**

The insurance afforded under this policy and the Certificate is limited in coverage as set forth in the Certificates issued hereunder.

## **SECTION IV – COMMON POLICY CONDITIONS**

### **A. POLICY CANCELLATION OR NON-RENEWAL**

The following Cancellation or Non-Renewal provision applies to the policy and all Certificates, unless a special state Cancellation or Non-Renewal Endorsement applies.

1. The **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to Us advance written notice of cancellation. We, or the **Named Insured** on Our behalf, shall mail or deliver written notice to **Insured Customers** advising **Insured Customers** of the cancellation of this policy and the effective date of cancellation at least 30 days, or other longer period as required by law and as set forth in the **Insured Customers’** Coverage Certificate, prior to cancellation.
2. **Insured Customers** of the **Named Insured** may cancel their Coverage Certificates at any time as set forth in their Coverage Certificates.
3. We may cancel or otherwise change the terms and conditions of this policy by providing written notice to the **Named Insured** and **Insured Customers** at least 30 days, or other period as required by law and as set forth in the **Insured Customers’** Coverage Certificate, before the effective date.
4. We may cancel this policy for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder by providing written notice to the **Named Insured** and **Insured Customers** at least 15 days, or other period as required by law and as set forth in the **Insured Customers’** Coverage Certificate, before the effective date.
5. If We decide to non-renew this policy, We will mail or deliver notice to the **Named Insured** and **Insured Customers** at least thirty (30) days prior to

the expiration date of this Certificate, or other period as required by law and as set forth in the **Insured Customers'** Coverage Certificate.

6. We will mail or deliver Our notice to the **Named Insured** or **Insured Customers'** last known mailing or electronic address. If notice is mailed, We or the **Named Insured** shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. If notice is sent by electronic means, We or the **Named Insured** shall maintain proof that the notice or correspondence was sent.
7. Notice of cancellation will state the effective date and actual reason of cancellation. The policy period will end on that date.
8. If this policy is cancelled, We will send the **Named Insured** any premium refund due. If We cancel, the refund will be pro rata. The cancellation will be effective even if We have not made or offered a refund.

## **B. CHANGES**

This policy contains all the agreements between the **Named Insured** and Us concerning the insurance afforded. The **Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy with Our consent. This policy's terms can be amended or waived only by Endorsement issued by Us and made a part of this policy.

## **C. EXAMINATION OF NAMED INSURED'S BOOKS AND RECORDS**

We may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **D. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the **Named Insured** reports on the conditions We find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to Us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**E. TRANSFER OF NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

The **Named Insured's** rights and duties under this policy may not be transferred without Our written consent.

**F. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by the **Named Insured** or any **Insured Customer**, at any time, concerning:

1. This Coverage Form;
2. The **Equipment**;
3. The **Named Insured's** or any **Insured Customers'** interest in the **Equipment**; or
4. A claim under this Coverage Form.

**G. LEGAL ACTION AGAINST US**

No one may bring a legal action against Us under this Coverage Form unless:

1. There has been full compliance with all the terms of this Coverage Form; and
2. The action is brought within 2 years after the **Named Insured** or **Insured Customer** first has knowledge of the "loss".

**SECTION V – DEFINITIONS**

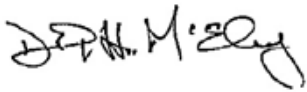
Parts of this policy are written in simplified language, but some parts may not be. In this policy the following words have the same meaning:

**"Equipment"** refers to the insured property as specified in the Certificates.

**"Insured Customer(s)"** refers to the various customers of the **Named Insured** who have enrolled and been accepted for coverage under a Certificate issued under and forming a part of this policy and for whom We or Our authorized representative have on file a complete description of the **Equipment** and who have, before the date of loss in question, paid all applicable premiums payable with respect to the **Equipment**.

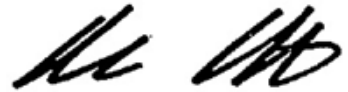
“**Named Insured**” or refers to the Insured shown in the Declarations page of this policy.

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



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PRESIDENT



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SECRETARY



New Hampshire Insurance Company  
(a capital stock company)  
("Company")

Administrative Offices  
175 Water Street, New York, NY 10038  
Telephone No. 212-770-7000

**COMMERCIAL INLAND MARINE WIRELESS  
COMMUNICATIONS EQUIPMENT  
COVERAGE CERTIFICATE**

VARIOUS PROVISIONS IN THIS COVERAGE CERTIFICATE ("CERTIFICATE") RESTRICT COVERAGE. READ THE ENTIRE CERTIFICATE CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. A COPY OF THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS AVAILABLE FOR YOUR INSPECTION.

Throughout this Certificate the words "You" and "Your" refer to an Insured Customer. "Company", "We", "Us" and "Our" refer to the insurance company providing this insurance. "Authorized Representative" refers to Brightstar Agency, LLC and Brightstar Device Protection, LLC (collectively, "Brightstar").

Other words and phrases, whether expressed in the singular or plural, that appear in boldface are defined in the DEFINITIONS of this Certificate.

**I. COVERAGE.**

Subject to all terms, conditions, exclusions and limits of insurance pursuant to this Certificate, and in return for You paying the premium when due, We agree to provide the insurance pursuant to this Certificate provided that any **Loss to Equipment** occurs while Your coverage is in effect. This insurance is primary over any other insurance You may have.

The coverage pursuant to this Certificate begins at 12:01 a.m. pursuant to Section V, Coverage Effective Date. The information pertaining to Your coverage pursuant to this Certificate is included in Your receipt, invoice, or other documentation from the Named Insured and is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Customer and information to determine the effective date of coverage.

This Certificate covers Your **Equipment** for **Loss** as long as it is eligible for coverage. We will replace Your Equipment in the event of a loss. We may, at our sole discretion, offer you the opportunity to repair Your Equipment in the event of a Loss.

If You receive a replacement as a result of Your **Loss**, You agree that the replacement:

1. may not include identical features and functions as the **Equipment**;
2. may be remanufactured, refurbished and may contain non-original manufacturer parts;

3. may be a different model, brand and color; and
4. may be made by a different manufacturer.

## II. COVERED CAUSES OF LOSS.

We will cover the **Equipment** for the following causes of **Loss**:

- A. Direct, Sudden and Accidental Physical Damage; and
- B. Theft or Lost Equipment

## III. EXCLUSIONS TO COVERED CAUSES OF LOSS.

This Certificate does not cover You for the following enumerated losses and causes of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any loss directly or indirectly caused by or resulting from any of the events, conditions or following causes:

- A. The Deductible, as defined in this Certificate, which will not be covered for each claim You make.
- B. Damage to the **Equipment** which is:
  - i. caused by or resulting from normal wear or tear, gradual deterioration, inherent vice or latent defect;
  - ii. cosmetic damage including but not limited to marring, scratching, discoloration, or any type of damage or failure that doesn't affect how the **Equipment** works;
  - iii. the result of alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; or
  - iv. due to obsolescence, including technological obsolescence of the **Equipment**.
- C. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** taking place outside the **Territory**, on or after a date which is more than sixty (60) days after You left the **Territory** with the **Equipment**.
- D. Any loss You may suffer or costs incurred by You for:
  - i. loss of value, loss of use, loss of personalized **Data**, customized software, or information stored in memories, or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this policy;
  - ii. **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment**, when repairing or replacing antennas, battery chargers or batteries where these items are the only part of the **Equipment** that have been damaged, stolen or lost;
  - iii. any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** caused by any deliberate act by You, Your employees, or any person using the **Equipment** with Your permission;
  - iv. costs or charges when replacing car kits and other accessories which can no longer be used with the **Equipment**;
  - v. any government or public authority confiscating the **Equipment**;
  - vi. returning the **Equipment** for repair, or collecting the **Equipment** once it has been repaired or costs involved with collecting replacement equipment;
  - vii. repairing or providing replacement equipment where the damage to the

**Equipment** is covered by the relevant manufacturer’s guarantee or warranty for either parts or labor;

- viii. loss caused by or resulting from a **Computer Virus**;
- ix. loss caused by or resulting from preventative maintenance or preferential adjustments;
- x. loss caused by insects, rodents or other vermin;
- xi. loss caused by abuse of the **Equipment** or resulting from use of the **Equipment** in a manner for which it was not intended or designed by the manufacturer, or any act that voids the manufacturer’s warranty;
- xii. the **Equipment** being routinely serviced, inspected, adjusted or cleaned;
- xiii. war risks as You are not covered for any **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** arising as a result of war (whether war is declared or not), riot, terrorism, revolution or any similar event;
- xiv. repairing or replacing the **Equipment** where the **Direct, Sudden and Accidental Damage to Equipment, Theft or Lost Equipment, or Mechanical or Electrical Failure** of the **Equipment** are a result of Acts of God (a sudden, uncontrollable event produced by natural forces, such as an earthquake, hurricane, tornado, or similar event);
- xv. repairing or replacing the Equipment caused by **Mechanical and/or Electrical Failure**
- xvi. Any property or equipment that is not **Equipment**;
- xvii. Contraband or **Equipment** in the course of illegal transportation or trade;
- xviii. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft;
- xix. **Equipment** in transit to You from a manufacturer or seller;
- xx. **Data, Nonstandard External Media, and Nonstandard Software**;
- xxi. Color face plates or other **Non-Covered Accessories**; or
- xxii. Any **Equipment** whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

**IV. PREMIUM PAYMENTS.**

You will be charged the following premium for the insurance provided to You pursuant to this Certificate:

You will be charged premium corresponding to the equipment category of Your Equipment associated with Your enrolled **Wireless Number** as shown in the schedule below:

**Total Coverage:**

<b>Equipment Category</b>	<b>Policy Term</b>	<b>Premium Per Enrolled Wireless Number</b>
Tier 1	Monthly	\$3.99
Tier 2	Monthly	\$4.99
Tier 3	Monthly	\$6.99
Tier 4	Monthly	\$7.99
Tier 5	Monthly	\$10.99

**V. COVERAGE EFFECTIVE DATE.**

Your coverage for the insurance provided by Us pursuant to this Certificate is effective at 12:01 A.M. on the effective date of coverage as stated herein.

If You submit Your request for enrollment for coverage at **Initial Activation**: Your coverage begins upon Our approval. Upon Our approval, coverage is retroactive to the date of the submission of Your request for enrollment. We or Our Authorized Representative will notify you within fourteen (14) days if Your request is not approved.

**VI. LIMITS OF LIABILITY.**

A. Per Occurrence Limits

The most We will pay, in any one occurrence, to replace Equipment due to a Loss is the original retail price You paid for the Equipment. For any one Loss, We will not pay for a replacement having a retail value of more than the limit, less the applicable deductible set forth in Section VII.

B. Aggregate Limits

For Line-Based Coverage, a maximum of 2 replacements or repairs of Equipment will be allowed per **Wireless Number** in any one 12 month period.

The 12 month period is calculated based on the **Date of Replacement or Repair** (as applicable) for each covered Loss.

**VII. DEDUCTIBLE.**

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the Equipment being replaced.

<u>Equipment Tier</u>	<u>Replacement Deductible</u>	<u>Repair Deductible</u>
Tier 1	\$50.00	N/A
Tier 2	\$100.00	\$50.00
Tier 3	\$175.00	\$50.00
Tier 4	\$250.00	\$50.00
Tier 5	\$300.00	\$50.00

An additional non-returned equipment charge may apply (See Section IX.F) for causes other than Theft or Lost Equipment if You fail to return the Equipment as directed at the time of Loss.

**VIII. CONDITIONS IN THE EVENT OF LOSS.**

- A. In the event of a Loss, We will arrange for the replacement of the Equipment or, at our sole option, offer you the opportunity to repair the Equipment, in each case through the **Authorized Service Facility**.
- B. You will not be entitled to receive cash, though We may elect to provide a voucher or gift card, at our discretion, equal to the current market value of the Equipment, as determined by Us, not to exceed the original purchase price of the Equipment, including taxes, in lieu of actual replacement or repair of the Equipment. Technological advances may result in a replacement with a lower selling price than the original Equipment.
- C. At Our option, we may provide substitute equipment that:
  - 1. Is of like kind and quality;
  - 2. Is either new or refurbished, and may contain original or non-original manufacturer parts ;and
  - 3. May be a different brand, model or color.
- D. Equipment failure evaluation performed by the **Wireless Service Provider**, the entity that you purchased Your Equipment from and/or Our Authorized Representative and/or manufacturer may be required at Our option prior to approval of Your request for repair or replacement of the Equipment.

#### **IX. DUTIES IN THE EVENT OF LOSS.**

- A. In the event that Your Equipment is stolen or is lost, You must notify Your **Wireless** Service Provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, You agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to Our Authorized Representative not later than sixty (60) days from the **Date of Loss**. If You do not report the Loss within sixty (60) days, You will have forfeited Your claim. You must submit all claims through 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.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Equipment from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the **Date the Loss** is reported and prior to receipt of a replacement. In the event of a Loss, You may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is other than theft or lost equipment, You must keep the Equipment until Your claim is completed. If We replace the Equipment, We may require You to return it to Us at Our expense. If We so direct, You must return the Equipment to Us in the return mailer We provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Equipment that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE EQUIPMENT AS DIRECTED.**
- G. In the event of a Loss, You must permit Us to inspect the Equipment

and records proving the Loss. You must cooperate in the investigation of such claim. If requested, You must permit Us to question You under oath at such times as may be reasonably required about any matter relating to this insurance or Your claim, including Your books and records. Your answers must be signed and may be recorded.

- G. You must provide Our Authorized Representative with all of the necessary information required to approve Your claim for replacement or repair of Equipment within sixty (60) days of the date that You report Your Loss to Us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of Our claim approval will result in forfeiture of the repaired or replacement equipment and Your claim under this Certificate.
- H. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.
- I. In the event We arrange for the repair of Your Equipment, You may be required to mail or deliver Your Equipment for repair as directed by Us.

## **X. ELIGIBILITY AND CANCELLATION.**

- A. Cancellation or Non-renewal Provisions.
  - 1. You may cancel coverage under this Certificate by mailing or delivering to Us advance written notice stating when such cancellation is effective. You may send Your written notice to Our Authorized Representative as follows: Brightstar Agency, LLC, P.O. Box 03, Alpharetta, GA 30009.
  - 2. The Named Insured may cancel coverage under this Certificate by mailing or delivering to Us advance written notice stating when such cancellation is effective. We, or Our Authorized Representative on our behalf, will mail or deliver written notice to You advising You of the cancellation of this Certificate. The written notice may be mailed or delivered to You at least thirty (30) days prior to the cancellation, or other longer period as required by law.
  - 3. We may cancel this Certificate or change the terms and conditions only upon providing You with at least thirty (30) days' notice, or other longer period as required by law, unless We cancel for the following reasons:
    - (a) We may cancel Your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
    - (b) We may cancel Your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
    - (c) We may cancel Your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:
      - 1. You cease to have active service with the Wireless Service Provider; or,
      - 2. You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and We send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit.

However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until We send notice of cancellation to You.

4. Notice of cancellation shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
  5. If We decide to non-renew this Certificate, We will mail or deliver notice to You and the Named Insured at least thirty (30) days prior to the expiration date of this Certificate.
  6. Notices may be mailed or delivered to the Named Insured at its last known mailing address. Notices may be mailed or delivered to You at Your last known mailing or electronic addresses on file with us.
  7. We or Our Authorized Representative shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or Our Authorized Representative may comply with Sections A. 2 or 3. by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
  8. If coverage under this Certificate is cancelled, any refunds due will be calculated on a pro rata basis.
- B. To be and remain eligible for coverage:
1. The Equipment must be designated by Us and eligible for coverage under this Certificate. Eligibility may be limited to new Equipment that has not been previously activated for service.
  2. You must not have engaged in fraud or abuse with respect to this or a similar insurance program.
  3. You must not have exhausted the benefits available under this Certificate issued through the named Insured by exhausting the Aggregate Limit. (See Section VI.B).
  4. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Equipment when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- C. You are responsible for the payment of all premiums, per the terms of this Certificate.
- D. The insurance provided under this Certificate is provided to You for the length of term as chosen by You unless You cease to be a valid, active and current subscriber of your **Wireless Service Provider**; or You or Your Equipment cease to be eligible for coverage.

## **XI. ADDITIONAL CONDITIONS.**

- A. We will satisfy all claims for Loss under this Certificate within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to Our Authorized Representative and satisfaction by You of Your Duties in the Event of a Loss.
- B. Any recovery or salvage on a Loss will accrue entirely to Our benefit. Upon Our request, You will return to Us any damaged equipment. All

Equipment which We replace is the property of Us and may be disabled, destroyed, or reused. We will not provide replacement equipment if You are in breach of the terms of this Certificate due to failure to return damaged Equipment when requested in conjunction with a prior Loss; or, due to Your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.

- C. You may not assign this Certificate without our written consent.
- D. If any Insured Customer to or for whom We honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to Us. That Insured Customer must do everything necessary to secure Our rights and must do nothing after a Loss to impair them; but You may waive Your rights against another party in writing:
  - 1. Prior to a Loss.
  - 2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm;
      - 1. Owned or controlled by the Insured Customer; or
      - 2. That owns or controls the Insured Customer; or
      - 3. The Insured Customer's tenant.

This will not restrict the Insured Customer's coverage.

- E. 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:
  - 1. This coverage;
  - 2. The Equipment;
  - 3. Your interest in the Equipment; or
  - 4. A claim under this Certificate.

## **XII. DEFINITIONS.**

- A. "Authorized Service Facility" means the location or locations that serve as a repair and/or replacement facility for the program and supply repair services or replacements for **Equipment**. Selection of the Authorized Service Facility will be at the sole discretion of Us or Our Authorized Representative.
- B. "Computer Virus" means malicious software that damages, destroys, or otherwise interferes with the performance of any **Data**, media, software, or system on or connected to the **Equipment**.
- C. "Covered Accessories" means the standard battery and wall charger for your Equipment.
- D. "Data" means information input to, stored on, or processed by the **Equipment**. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- E. "Date of Loss" means the date on which a **Loss** to the **Equipment** occurs.
- F. "Date of Replacement" means the date on which replacement **Equipment** is shipped to You, or the date on which You pick up the replacement **Equipment** at an **Authorized Service Facility**, as a result of a covered **Loss**.
- G. "Direct, Sudden and Accidental Damage" means a fortuitous event that



causes direct physical damage to the Equipment. None of the following is direct, sudden and accidental damage however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected: 1) depletion, deterioration, rust, corrosion, erosion, settling or wear and tear; 2) any gradually developing condition; 3) any defect, programming error, programming limitation, **Computer Virus**, malicious code, loss of **Data**, loss of access, loss of use, loss of functionality or other condition within or involving **Data** or media of any kind; or 4) contamination by a hazardous substance.

- H. "Equipment" means the wireless device owned or leased 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.
- I. "Initial Activation" means the time of initial activation of the **Wireless Service Provider's** service for the **Equipment**.
- J. "Insured Customer(s)" means the customer of the Named Insured meeting the following conditions:
  - 1. Who have been enrolled in and accepted for coverage under this Certificate.
  - 2. Who have a complete description of their **Equipment** on file with Us or Our Authorized Representative.
  - 3. Who have paid all premiums payable with respect to their **Equipment** before any claimed **Date of Loss**.
- K. "Line-Based Coverage" means a coverage plan for **Equipment** on an individual **Wireless Number**.
- L. "Loss" and "Losses" means a covered loss as provided in Section II, Covered Causes of Loss.
- M. "Lost" means the misplacement of the Equipment in an unexplained manner where the Equipment is unrecoverable.
- N. "Mechanical or Electrical Failure" means failure of **Equipment** to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.
- O. "Non-Covered Accessories" means all accessories not included in the definition of Covered Accessories.
- P. "Nonstandard External Media" means physical objects on which **Data** can be stored but which are not integrated components of the **Equipment** required for it to function. This includes **Data** cards, memory cards, external hard drives, and flash drives. **Nonstandard External Media** does not include Standard External Media.
- Q. "Nonstandard Software" means software, other than Standard Software.
- R. "Standard External Media" means physical objects on which **Data** can be stored and that came standard in the original packaging with the **Equipment** from the manufacturer but which are not integrated components of the **Equipment** required for it to function.
- S. "Standard Software" means the operating system pre-loaded on or included as standard with the **Equipment** from the manufacturer .
- T. "Territory" means United States and its territories.
- U. "Theft" means the unlawful taking of the **Equipment** to the deprivation of the Insured Customer.

- V. **“Waiting Period”** means the 30 day period that begins on the day you submit your request for enrollment and ends at 12:01 a.m. on the thirtieth day following the receipt of your completed request for coverage.
- W. **“Wireless Number”** or **“Wireless Numbers”** means the mobile telephone or **Data** line(s) or number(s) assigned by the **Wireless Service Provider** to you.
- X. **“Wireless Service Provider”** means the entity who is providing the wireless telephone or communications services.

**XIII. STATE CHANGES.**

Terms and conditions vary for Certificates issued and Insured Customers residing in select jurisdictions. Please see the attached endorsements, if any, for applicable revisions to Your Certificate.

**THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER’S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Name: Brightstar Agency, LLC  
Address: P.O. Box 03  
Alpharetta, GA 30009  
Phone: (855) 687-5850

**DEVICE PROTECT PLAN**  
**SERVICE CONTRACT/EXTENDED LIMITED WARRANTY**

The terms “You”, “Your”, “Customer” and “Subscriber” refer to the purchaser of this service contract or extended limited warranty. The terms “We,” “Us,” “Our”, “Provider”, “Administrator”, “Obligor” and “Brightstar” refer to the provider of this Agreement. Brightstar Device Protection, LLC is the provider and You may contact Brightstar Device Protection, LLC by mail at 2325 Lakeview Parkway, Suite 700 Alpharetta, GA 30009 or by phone at (888) 406-2446.

**THIS AGREEMENT IS NOT AN INSURANCE POLICY. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE OR OBTAIN FINANCING FOR THE DEVICE.**

1. **DEFINITIONS.** “**Authorized Service Center**” means the location or locations that serve as a repair or replacement service center for the Program and supply replacements for Covered Device(s) We agree to repair or replace Your Covered Device if it experiences a Failure from the causes listed immediately below and reported during the month for which You have paid the required Monthly Service Fee. “**Claim**” means the request for service that You file with Us when Your Covered Device suffers a Failure. “**Computer Virus**” means any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of the Covered Device. “**Covered Device**” means the eligible wireless device owned by you, exclusive of any accessory(ies), owned by You or Replacement Equipment provided by Us with the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), Mobile Equipment ID (MEID), or Serial Number) that is on record with Us when the wireless device first fails to operate properly. To be considered Covered Device, the wireless device must have logged outgoing access with your Wireless Service Provider after the request for coverage for the Covered Device and within three (3) days prior to reporting the Covered Device failure. “**Processing Fee**” means the amount that You pay toward Your Claim as specified in this Plan. “**Effective Date**” means the date You purchased the Plan Contract. “**Failure**” means Extended Warranty. “**Extended Warranty**” means failure of the Covered Device to operate due to faulty part(s) or workmanship when operated according to the manufacturer’s instructions after the expiration of the original equipment manufacturer’s warranty. “**Monthly Service Fee**” means the fee that You pay each month protection pursuant to the Plan. “**Plan**” or “**Program**” refers to the specific service warranty or extended warranty. “**Program Guide**” refers to the documents You received from the Seller summarizing the coverages provided, enrollment limitations, program requirements, equipment, fees, processing fees, service fees or other charges or material terms. For any conflict between a Program Guide and this Agreement, this Agreement controls. “**Pollutants**” mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. “**Replacement Equipment**” means a wireless device of the same make, storage and model (but not necessarily color), or if the same make, storage and model is not available, the replacement equipment will be a different model of similar feature, functionality and fair market price to the Covered Device at the time of the Claim (but may not be the same brand or model), with the same operating system and will not be a model that is older than the Covered Device, which We provide to You in the event of a Failure of the Covered Device. Replacement Equipment becomes the Covered Device once it has been delivered to You. “**Seller**” means the party from whom You purchased the Program specified in the Program Guide or as listed on your receipt. “**Retail Price**” means that suggested non-discounted, non-subsidized retail price of the Covered Device at the Effective Date of this Agreement. “**Terrorism**” means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. “**Wireless Service Provider**” or “**Cellcom**” means New-Cell, Inc. dba Cellcom.
  
2. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** This Plan complements and/or may overlap with the manufacturer’s warranty or may also overlap or duplicate other coverages You have (by example, coverage for a wireless device under Your home owner’s insurance). The Plan provides coverage for certain failures that an applicable manufacturer’s warranty may not provide. Please refer to the manufacturer’s warranty to understand what protection is offered and the duration of the manufacturer’s warranty. Confirmation of enrollment (either by email or text message) and applicable written communications from Us to You collectively comprise the Device Protection Plan (the "Contract"). The Contract governs the Device Protection Plan You purchased for Extended Warranty, so You should keep this Contract and all of the other documents that comprise the Contract for Your reference. This Contract may be referred to as an extended warranty or a service contract depending on the state where you reside

3. **COVERAGE:** In exchange for the Monthly Service Fee paid in accordance to the Payment Terms, We agree to repair or replace the Covered Device listed on Your receipt if, under normal conditions and use, the Covered Device fails to operate properly due to Failure. All Covered Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:
- (a) Visit [cellcom.brightstarprotect.com](http://cellcom.brightstarprotect.com) or call (888) 406-2446 to file a Claim.
  - (b) You must file the Claim within sixty (60) days of the date Your Covered Device first fails to operate properly or is damaged and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Covered Device information, including the make, model, IMEI/ESN/MEID or Serial Number, description of the Covered Cause, and if requested by Brightstar, proof of ownership of the Covered Device and any other reasonably requested documentation and verification.
  - (c) You must provide all required information pertaining to the Covered Device and Failure within sixty (60) days of initially reporting the Claim, and if approved, take possession of the Replacement Equipment or have Your Covered Device repaired within sixty (60) days of the approval.
  - (d) Upon Our request, You must take the Covered Device to an Authorized Service Center for inspection and/or repair.
  - (e) If Replacement Equipment is to be provided, return the claimed Covered Device as directed upon receipt of the Replacement Equipment.
  - (f) Be a valid, active, and current wireless subscriber of Seller.
  - (g) Not have any outstanding debts or fees owed to Us.
  - (h) 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. If the Covered Device is part of a recall or similar effort, this Agreement does not apply.
  - (i) Purchase of this Agreement is not required in order to purchase or obtain financing for the Covered Device.
4. **ELIGIBILITY:** Only Covered Device(s) purchased from Seller or provided to You as Replacement Equipment as a result of a Claim against this Contract, or the original equipment 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, Brightstar accepts enrollment into the Program at its sole discretion. You 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 Contract, You understand and authorize Brightstar to access Your account records with the Seller to validate Your enrollment and Claim eligibility.
  - (b) We may contact You regarding Your coverage, enrollment, and/or Claim via Short Message Service (SMS) text messaging, email or such other means as Brightstar determines to be most practicable. 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 [cellcom.brightstarprotect.com](http://cellcom.brightstarprotect.com) or sending Your request via mail to Brightstar.
5. **EFFECTIVE PERIOD OF COVERAGE:** This Agreement shall become effective upon Your payment of the Monthly Service Fee due upon purchase date of this Agreement.

**YOUR COVERAGE FOR FAILURE UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED DEVICE NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM SELLER AND AT THE SAME TIME YOU PURCHASED THIS AGREEMENT, OR WITHIN SIXTY (60) DAYS FROM THE DATE OF PURCHASE OF THE COVERED DEVICE.**

6. **COMMUNICATOINS AND CONSENTS:** As the program provider, Brightstar, accepts subscriptions at its sole discretion. You must not be in breach of any material term of or engage in fraud with respect to this Agreement at any time. It is Your obligation to keep Cellcom or Brightstar informed of Your mailing address, electronic mail address, telephone number or other messaging addresses. If You do not update the contact information, You agree and consent to waiving any dispute that a notification sent to an address on record with Cellcom or Brightstar was not adequate. This consent also allowed Brightstar to contact you for marketing or other business-related purposes.
- (a) You understand and authorize Brightstar to access your account records with Cellcom to validate Your enrollment and claim eligibility.
  - (b) We may contact You regarding Your coverage, enrollment, and/or claims via electronic mail, Multimedia Messaging Services (MMS), Short Message Service (SMS) text messaging or a voice call. You will assume all fees assessed by Cellcom for the SMS text messages. You may opt out of SMS messaging by updating your account on [cellcom.brightstarprotect.com](http://cellcom.brightstarprotect.com) or sending your request via mail to Brightstar.

- (c) If You use a mobile application, We may contact You through the mobile application via both notifications posted on the mobile application or via messages issued through the mobile application.
  - (d) You agree that You may be contacted regarding renewals and upgrade plans.
  - (e) If the payment card for the Plan expires or cancels, You agree that the payment card replacing the expired or canceled card may be charged the applicable Monthly Service Fee. By accepting coverage in this program, you authorize the financial institution issuing the payment card to (i) release required subscriber information for the purpose of validating claims and (ii) charge your credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by your financial institution in accordance with applicable law and to release your contact information. You expressly authorize and agree for Brightstar Device Protection, LLC to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable. For clarity, expiration or cancellation of the credit card used to pay the Fees does not cancel Your subscription to the Program.
7. **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”. Your failure to pay the Monthly Service Fee in advance or ceasing to be an active subscriber of Cellcom, regardless of cessation reason, is considered termination of the Agreement by You 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 Agreement, You agree that You may be contacted regarding renewals and upgrade plans.
8. **CHANGE IN COVERED DEVICE:** This Agreement only provides coverage for the Covered Device listed on Your receipt. If a change in the Covered Device being used on Your account occurs, you must apply for coverage of the new device. The new device will be subject to this Agreement at the time of request for a change in Covered Device to the new device, which may include a higher fee and/or processing fee and/or a wait period for coverage. If you continue to pay the Monthly Service Fee after We have been notified of such change in Your Covered Device or a change in Your Covered Device results from a Claim against this Agreement or the Device Protection Plan, You have agreed to all changes to coverage, service fees and processing fees. Changes to Covered Device are subject to approval by Brightstar; You will be notified within thirty (30) days of request if such change was denied.
9. **REPAIR OR REPLACEMENT OF PRODUCTS:** At Our sole discretion, We may replace or offer you the opportunity to repair the Covered Device. Any Replacement Equipment provided to You will be either a new device or a certified pre-owned device. If You or We elect to replace the Covered Device 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, Replacement Equipment 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 Device. Any time Your Covered Device is to be replaced or repaired in accordance with this Agreement, at our sole discretion, We may provide cash reimbursement, gift card or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original Covered Device or the cost of a replacement product of like kind and quality, less any Processing Fee. If You are eligible for a reimbursement, You will be required to provide proof of purchase for the replacement equipment. If You select monthly coverage, Your coverage does not expire while Your device is being repaired for a covered service.
- (a) Equipment Warranty: Replacement Equipment shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. If repaired or Replacement Equipment malfunctions within its ninety (90) day warranty period and is returned, such equipment will not result in an additional Claim per the Claim limits outlined in this Agreement.
  - (b) Replacement Equipment or a repaired Covered Device may not be shipped to a P.O. Box.
  - (c) If the Covered Device is operated outside any state or territory of the United States, the Replacement Equipment will only be shipped to the address on record.
  - (d) You are solely responsible for backing up the Covered device prior to submitting the Covered Device for repair. Brightstar has no responsibility for lost or damaged applications, data or program lost or damaged during the repair of the Covered Device. You should remove any records on the Covered Device that contain personal or sensitive information (by example, credit card information, pictures or personally identifiable information).
10. **PAYMENT AND FEES:**
- (a) Payment: For each Term Period You desire coverage under this Agreement, You shall remit to Us a Monthly Service Fee payable in accordance to these Payment Terms (“Payment Terms”).

Your Monthly Service Fee is based on the Retail Price of the Covered Device at the time You purchased this Agreement. Refer to the following table for Your Monthly Service Fee.

Tier	Retail Price at the Time of Enrollment	Monthly Service Fee for Service Contract
1	\$0.00 - \$224.99	\$1.00
2	\$225.00 - \$524.99	\$2.00
3	\$525.00 - \$999.99	\$3.00
4	\$1000.00 - \$1499.99	\$3.00
5	\$1500.00 - \$2000.00	\$3.00

Your Monthly Service Fee will be included on Your bill with Your Wireless Service Provider.

- (b) Processing Fee Per Replacement or Repair: You shall pay a non-refundable Processing Fee on a per claim basis prior to receiving any repair or replacement or reimbursement for the Covered Device (the “Processing Fee”). Your Processing Fee is based on the Retail Price of the make and model of the Covered Device at the time You purchased the Covered Device. Refer to the following table for Your Processing Fee.

Tier	Retail Price at Time of Enrollment	Processing Fee	
		Replacement	Repair
1	\$0.00 - \$224.99	\$50.00	\$50.00
2	\$225.00 - \$524.99	\$50.00	\$50.00
3	\$525.00 - \$999.99	\$50.00	\$50.00
4	\$1000.00 - \$1499.99	\$50.00	\$50.00
5	\$1500.00 - \$2000.00	\$50.00	\$50.00

- (c) Failure to Return Equipment/Non-return Charge: If Your Replacement Equipment is mailed to You, the Covered Device/ approved for replacement must be returned to Us at Our shipping expense within fifteen (15) days of receipt. Otherwise, You must surrender the Covered Device immediately upon receipt of replacement device to the Authorized Service Location providing the Replacement Equipment and You must solely bear the costs of transporting the Covered Device to the Authorized Service Location.

You must return the Covered Device as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Device that We replace. The non-return fee will be the lesser of the cost to Brightstar to replace the Covered Device less any Processing Fee or the Retail Price of Your Covered Device at the time of enrollment.

- (d) Invalid Claim: If, within the latter of twenty (20) days after You receive the Replacement Equipment or Brightstar receives the claimed Covered Device, Brightstar determines, in its sole discretion, that Your Claim for Replacement Equipment is not for a Failure under this Agreement, the Subscriber’s Account shall automatically be charged an amount not to exceed the manufacturer’s suggested retail price of the replacement equipment less any Processing Fee/ Service Fee Damage Fulfillment Fee received.
- (e) Claim Conversion Fee. If You have a Covered Device that is not repairable, a Covered Device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that Replacement Equipment will be provided to You upon payment of the applicable Claim Conversion Fee. If You elect not to pay the Claim Conversion Fee, the Covered Device will be returned to You by mail if You originally mailed in Your Covered Device or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect Your Covered Device within thirty (30) days from the date You are first notified that the Covered Device is available for collection, after that time We will return the Covered Device to You by mail. If We make available the option to repair Your Covered Device, You may choose to receive Replacement Equipment instead of repairing Your Covered Device.

**11. LIMITATION OF LIABILITY AND EXCLUSIONS: BRIGHTSTAR’S LIABILITY HEREUNDER SHALL BE LIMITED TO THE COST OF TWO (2) REPAIRS AND REPLACEMENT WITHIN ANY TWELVE (12) MONTH PERIOD OF TIME. IN NO EVENT SHALL THE COST OF SUCH REPLACEMENT EQUIPMENT FOR THE COVERED DEVICE/ENROLLED DEVICE/PROTECTED DEVICE EXCEED \$2,000.00 PER CLAIM OCCURRENCE.**

**This Agreement does not cover the following:**

- a) **Products owned by a subscriber with a billing address or service address outside any state or territory of the United States, the District of Columbia.**
- 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 rental purposes;**
- e) **Any failure resulting from any cause other than normal use and operation of the Covered 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, 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) **Damage that is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair Your use of the Covered Device/Enrolled Device/Protected 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 Covered Device by any person other than Brightstar, or their respective authorized representatives;**
- n) **Claimed obsolescence of the Covered Device including technological obsolescence; or**
- o) **The Subscriber's failure to use reasonable means to protect the Covered Device/Enrolled Device/Protected Device from further damage after a failure occurs.**
- p) **Products that are not purchased from Seller or its authorized dealers.**

**UNDER NO CIRCUMSTANCES SHALL BRIGHTSTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED DEVICE DELAYS IN REPLACEMENT OF THE WIRELESS DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH SERVICE REQUEST 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.**

12. **NO TRANSFER; NO THIRD-PARTY BENEFICIARIES:** This Agreement and any rights and remedies You have 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 You have hereunder are non-transferable by You and do not cover any service request made under this Agreement by any other person or entity, and any attempt by You to transfer or assign this Agreement or any rights or remedies You have hereunder shall be null and void and of no force or effect.

13. **CANCELLATION/TERMINATION AND REFUNDS:**

- (a) You may cancel this Agreement at any time for any reason by calling Seller at (855) 309-8345. Your right to void this Agreement during the first thirty (30) days following receipt is not transferable and applies only to the original Agreement purchaser. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations.
- (b) Unless otherwise required under applicable law, if You or Brightstar cancels this Agreement within thirty (30) days after You purchase this Agreement and You have not made a Claim under this Agreement, the Agreement is considered void and Brightstar shall remit to You a full refund of the Monthly Service Fee paid by You under this Agreement.
- (c) Unless otherwise specified under applicable law, if You or Brightstar cancels this Agreement within thirty (30) days after You purchase this Agreement and You have made a Claim under this Agreement, Brightstar shall remit to You a full refund of the Monthly Service Fee paid by the Subscriber under this Agreement less the value of any replacement equipment provided for such service request by Brightstar to the Subscriber.

- (d) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, Brightstar 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 Brightstar to the Subscriber under this Agreement.
- (e) Unless otherwise required under applicable law, Our obligations under this Agreement will be fulfilled in their entirety if we have fulfilled two (2) service requests in any rolling twelve (12) month period, as applicable by repairing or replacing the Covered Device/Enrolled Device/Protected Device or by providing reimbursement.
- (f) 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 Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.

**14. Dispute Resolution and Arbitration:** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES OF ANY NATURE IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OUR PRIVACY POLICY, OR OUR SERVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This agreement to arbitration extends to 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. The validity, scope, or enforceability of this arbitration provision or the entire Agreement shall also be resolved by final and binding arbitration before a single arbitrator. This includes any claims against other parties relating to services or products provided or billed to you whenever you also assert claims against us in the same proceeding. We each also agree that 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. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES) ON AN INDIVIDUAL BASIS.

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS AGREEMENT (the "Opt Out Deadline"). You may opt out of these arbitration procedures by sending a letter to Brightstar Device Protection, LLC, P.O. Box 03, Alpharetta, GA 30009, Attn: Legal Department. Any opt-out received after the Opt Out Deadline will not be valid, and you must pursue Your claim in arbitration or small claims court.

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve Your claim by sending a written description of Your claim to Brightstar Device Protection, LLC, P.O. Box 03, Alpharetta, GA 30009 Attn: Legal Department. We each agree to negotiate Your claim in good faith. If we are unable to resolve the claim within sixty (60) days after we receive Your claim description, you may pursue Your claim in arbitration. We each agree that if you fail to timely pay amounts due, we may assign Your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

If the arbitration provision applies or you choose arbitration to resolve Your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing Your claim to our registered agent at CT Corporation, 1201 Peachtree Street NE, Atlanta, GA 30361 and the American Arbitration Association ("AAA") to begin arbitration. All arbitration shall be administered by the AAA in accordance with its Wireless Industry Rules and Procedures in effect at the time the claim is filed. The AAA Wireless Industry Rules and Procedures are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any arbitration that 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. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written, reasoned findings of fact and conclusions of law. Upon filing of the arbitration demand, we will pay all filing, administration, and arbitrator fees for claims that total less than \$75,000. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

15. **CLASS ACTION WAIVER.** WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class,



consolidated, or representative proceeding.

16. **JURY TRIAL WAIVER.** If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.
17. **NOT A CONTRACT OF INSURANCE:** This Agreement is not an insurance policy or a contract of insurance. In all states except AZ, AR, CA, CT, DE, FL GA, MO, OK, UT, WA, WI and WY, the obligations of Brightstar under this Agreement are backed by Brightstar Device Protection, LLC. In those specific states, the obligations of Brightstar under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to Brightstar. If Brightstar does not perform its obligations hereunder within sixty (60) days after the Subscriber files a service request with Brightstar, the Subscriber is entitled to file a service request directly with the insurer indicated for the customer's state at the below address.

OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738 FOR THE STATES OF ARIZONA, ARKANSAS, CALIFORNIA, CONNECTICUT, DELAWARE, MISSOURI, OKLAHOMA, UTAH, and WYOMING.

CALIFORNIA – THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

GEORGIA - THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

WISCONSIN - THE OBLIGOR IS INSURED BY BLUE RIDGE INDEMNITY COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

18. **SELLER:** The Seller of this Agreement is not the administrator, obligor nor provider of this Plan.

19. **NOTICES:** Any notices required to be given under this Agreement shall be in writing and either delivered by mail, email, website posting or another functionally equivalent electronic means of transmission. By providing Us with Your email address you expressly consent to receive notices electronically either to the email address We have on file or via website posting. Further, You expressly agree that any electronic communication delivered to You will be deemed to have been given or made and received on the day that it was delivered to You, regardless of if You actually view the electronic communication.

20. **STATE SPECIFIC VARIATIONS:** The state specific variations, provided below, control if inconsistent with any other terms or conditions of this Agreement:

**Wisconsin Customers: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: Brightstar shall not cancel this Agreement except for: (i) nonpayment of the provider fee, (ii) material misrepresentation by the contract holder to the provider or administrator, or (iii) the substantial breach of duties by the service contract holder relating to the Covered Device/Enrolled Device/Protected Device or its use. Cancellation of this Agreement shall be in writing to the Subscriber five (5) days before the cancellation effective date. The notice of cancellation shall include the effective date and reason for cancellation. If this service contract is cancelled by the provider for a reason other than nonpayment of the provider fees, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any service requests paid. The Subscriber may, within twenty (20) days of the delivery of this Agreement, reject and return this Agreement to Brightstar for a full refund of the Service Fee paid by the Subscriber under this Agreement, less any service requests paid. After the first twenty (20) days, the Subscriber may cancel this Agreement and shall receive a refund of 100 percent of the unearned pro rata Service Fee, less any service requests paid. If Brightstar does not pay or credit a refund within forty-five (45) days after the return of the service contract to Brightstar, then Brightstar shall pay a 10 percent per month penalty of the refund amount outstanding which Brightstar shall add to amount of the refund. Brightstar may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee. In the event of a total loss of the Covered Device/Enrolled Device/Protected Device that is not covered by a replacement or repair of the Covered Device/Enrolled Device/Protected Device pursuant to the terms of this service contract, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any service requests paid. Section "DISPUTE RESOLUTION AND ARBITRATION" shall not apply.

21. **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. This Agreement includes a "State

Specific Variations” Exhibit that specifies any changes to these terms specific to an applicable warranty provided by state law that may be applicable. All capitalized terms have the meaning provided as defined in Section 1 or within the section the capitalized term is defined or used.

22. **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).

23. **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.

24. **SEVERABILITY**. If any portion of the Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Contract.