Protect+
Plan Summary

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Program Summary

Monthly Recurring (36-month term)

Tier Level	Monthly Cost
Tier 1	**$.99**
Tier 2	**$7.99**
Tier 3	**$9.99**
Tier 4	**$11.99**
Tier 5	**$14.99**

Key Terms and Conditions

Covered Incidents	**Insurance:** ❖ Lost, Stolen, and unrecoverable device (excluding ADH) - coverage starts on the date of enrollment **Service Contract:** ❖ Accidental Damage from Handling (ADH) - protection starts on the date of enrollment ❖ Mechanical breakdown due to defects in materials or workmanship or normal wear and tear or malfunction - protection starts after manufacturer's warranty expires
Term	You will be billed monthly for 36 months, unless the program is canceled or fulfilled in conformance with the terms and conditions. This plan will auto-renew after 36 months for additional ease and convenience for you.
Cancelation Policy	You may cancel this optional coverage at any time and receive a refund of your unearned premium/charges or cancellation may be deferred until your next billing due date.
Insurance Claim Limits	❖ Maximum of one (1) claim for Theft or Loss within any 12 consecutive month period ❖ Maximum value per claim: MSRP
Service Contract Claim Limits	❖ Unlimited repairs up the MSRP value of your device ❖ Maximum of 2 (two) device replacements for covered damage within any 12 consecutive month period

Service Options	❖ As soon as same day walk-in repair (subject to parts, technician, and location availability) ❖ Advance Exchange - Expedited device replacement ❖ Mail-in repair
Replacement Product	❖ Claims may be fulfilled with new or refurbished product ❖ If the same make and model is not available, a comparable model will be substituted. Color, features, and accessory compatibility are not guaranteed. ❖ Accessories are not included with replacement products.
Arbitration	Most of your questions or concerns can be addressed by contacting us at (833)-848-6200. In the unlikely event we cannot informally resolve any disputes YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

Important Information

Protect+ with Theft and Loss is a combination of insurance and service contract. The insurance is underwritten by Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038 ("Technology") and administered by Servify (US) Inc., 5608 17th Ave NW, Seattle, WA 98107 ("Servify"), a licensed agent of Technology Insurance Company, Inc.

The company obligated under the service contact is Northcoast Warranty Services, Inc., 800 Superior Ave E., 21st Floor, Cleveland, OH 4414 ("Northcoast"). This service contact is administered by Servify.

Please visit https://servify.com/us/termsandconditions/inland/ to review your Terms and Conditions anytime your device changes. Terms and Conditions are subject to change and contain limitations and exclusions.

Terms and Conditions are subject to change and contain limitations and exclusions. All applicable taxes and surcharges are extra. This program is limited to the sale in Michigan.

Our Privacy Policy is available at http://us.servify.tech/privacy.

Deductibles and Service Fees

A nonrefundable deductible or service fee will be charged for each approved claim prior to fulfillment. Amounts are based on the device tiers. Please visit https://servify.com/us/termsandconditions/inland/ and refer to your Terms and Conditions anytime your device changes.

Deductibles

Tier Level	Deductible for Lost or Stolen Device
Tier 1	**$50**
Tier 2	**$99**
Tier 3	**$199**
Tier 4	**$249**
Tier 5	**$349**

Service Fees

Tier Level	Mechanical Breakdown, ADH, and Cracked Screen
Tier 1	**$50**
Tier 2	**$99**
Tier 3	**$199**
Tier 4	**$249**
Tier 5	**$349**

Important Information
For approved claims, a repair or replacement device will be provided at our discretion. For walk-in repairs, you will be required to bring or mail your device to an authorized repair center. Additional information is available at https://servify.com/us/termsandconditions/inland/, which includes a list of eligible devices, types of repairable damages and available select repair locations.

Repair eligibility is subject to change. If your device is ineligible for repairs or is not repairable, if there is no authorized repair location, parts, or technicians available, or we decide that a replacement is necessary, you will receive a replacement device and be charged the replacement device service fee.

For a complete and current list of devices with associated service fee and deductibles amounts, please visit https://servify.com/us/termsandconditions/inland/ or call (833) 844-6200. NOTE: The device list may be changed periodically. Please check with

Inland Cellular or Servify anytime your device changes for your applicable service fees, deductibles, and monthly charge.

Device Schedule

Tier Level	Device Value
Tier 1	$0.00 - $249.99
Tier 2	$250.00 - $499.99
Tier 3	$500.00 - $799.99
Tier 4	$800.00 - $1,299.99
Tier 5	$1,300.00 - $2,299.99

Additional Information

Filing a Claim
If your covered device is lost, stolen, damaged, or experiencing a malfunction, you may go online to https://servify.tech or call (833) 844-6200. You can reach a representative by phone 8:30am - 10:30pm Eastern Standard Time, or file a claim at any moment online.

Plan Duration
You will be billed monthly for 36 months (3 years) unless the plan is canceled or fulfilled in accordance with the plan details. This plan will auto-renew after 36 months for your ease and peace of mind. Please review the cancelation policy language throughout your Protect+ plan for full details on plan cancelation and renewal.

Duplication of Coverage
Enrollment in Protect+ with Theft and Loss is not required in order to purchase or lease portable electronics or services. The Coverage Certificate may provide duplication of coverage already provided by an existing insurance (auto, renters, homeowners, personal liability) or other sources of coverage. This insurance is primary over any other insurance you may have.

Associated Qualifications
Unless otherwise licensed, Inland Cellular sales representatives are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Servify's customer support team at (833) 844-6200 or by emailing us_claims@servify.com
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Coverage is Optional

The insurance certificate and service contract coverage is optional and you are not required to enroll in these programs in order to purchase service or equipment. Insurance program enrollment or claim authorization shall be at the sole discretion of Technology and its authorized agents including Servify and its affiliates in accordance with the Coverage Certificate and applicable law. Service contract program enrollment and claim authorization shall be provided by Servify or one of its affiliates in accordance with the terms and conditions of the Service Contract.

Digital Communications

If you have or in the future provide your email or other electronic addresses to Inland Cellular, we may communicate program information and legal notices through electronic means. If an email is not provided, the information will be mailed to you.

Device Coverage

'Covered Product' means the Inland Cellular consumer item that you purchased and is covered by this Plan on your account with Inland Cellular, Inc on the date the break down occurs as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.

Covered Product

This plan covers the phone associated with the plan, and if part of a covered loss, one standard battery.

Service Contract: Screen Repair for Eligible Devices

As soon as same-day screen repair may be available for eligible devices in select areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturers parts, and may void the manufacturer warranty. For full device and location eligibility, you can visit https://servify.tech or call (833)848-6200. Device, location, and coverage eligibility is subject to change at any time.

Non-Return Fee

If you are provided a replacement device in the event that your covered device is damaged, malfunctioned, or is lost. In the event that a replacement device is provided, and the original damaged or lost device is not returned to us within ten (10) business days you will be assessed a non-return fee up to the manufacturer's suggested retail price or the MSRP of the device, whichever is less. You may be asked to place a hold on your debit or credit card prior to receiving a replacement device to meet this need.

Cancellation Policy

You may cancel your optional coverage at any time and receive a pro-rata refund of any unearned premium/charges. We may, at our discretion, may keep the plan active through the end of the upcoming billing cycle in lieu of providing any pro-rata refund. You may cancel this Plan at any time by contacting Inland Cellular directly at us_claims@servify.com or calling (833) 844-6200.

Insurance Exclusions and Limitations

This insurance coverage does contain limitations and exclusions. Loss due to indirect or consequential loss, intentional acts, abuse, contraband, any device with unique identification number that has been altered, technological obsolescence or depreciation, cosmetic damage, unauthorized repair or replacement, pollutants, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, batteries or included accessories unless it is part of the covered loss, malware, war, government action, damage to data, nonstandard external media, nonstandard software, failure to reasonably mitigate any further damage or loss, accidental damage from handling, and other reasons are considered exclusions. All exclusions and limitations can be found in the full insurance certificate and terms and conditions.

Fraud

Any person who knowingly and with the intent to injure, defraud or deceive any insurer, files an state of claim or application containing any false, incomplete or misleading information is guilty of insurance fraud. It is our right to request further information, such as an affidavit of loss or further proof of loss, should we suspect fraud. We also reserve the right to prosecute fraud to the fullest extent applicable under state law.

Insurance Certificate and Service Contract

The Insurance Certificate and Service Contract are the entire agreement between you and the insurer and obligor company, as applicable, and contain the complete terms and conditions of the coverage. Servify will send you complete terms and conditions after your enrollment, however, if you would like to review the complete terms and conditions before you enroll you may visit [website] or call [phonenumber]. This Insurance Certificate is the entire agreement between you and the insurer and you. Please refer to the Insurance Certificate for complete terms and conditions of the coverage provided. For questions, or to obtain a full-size copy of the Insurance Certificate, please contact: us_claims@servify.com or call (833) 844-6200.

Binding Arbitration

THE SERVICE CONTACT AND INSURANCE CERTIFICATE EACH CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES.

Agreement to Terms and Conditions

Servify strives to satisfy every customer and ask you to allow them the opportunity to resolve any questions, concerns, or complaints you may have by calling (833) 844-6200.

INSURANCE CERTIFICATE

for

PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY SCHEDULE

Insurer:	**TECHNOLOGY INSURANCE COMPANY, INC.** **59 Maiden Lane, 43rd Floor** **New York, NY 10038** **866-327-5818**
Master Policy Number:	
Master Policyholder:	Inland Cellular, LLC
Service Provider:	
Certificate Number:	[IMEI]
Certificate Holder Name and Mailing Address:	
Certificate Period:	**From:** _____ **To:** _____ 12:01 a.m., standard time at the Certificate Holder's mailing address shown above.
Administrator:	**Servify US, Inc.** **5608 17th Ave. NW** **Seattle, WA 98107** **[1-833-313-3331]**
Covered Property:	
Coverage Territory:	X (a) Only in the United States and its territories and Canada. ☐ (b) Anywhere in the world.
Covered Causes of Loss:	☐ Plan 1 X Plan 2 ☐ Plan 3 ☐ Plan 4 ☐ Plan 5
Limits of Insurance: **Per Claim (Per Occurrence) Limit:** **Aggregate Limit:**	$
Deductible:	$
Notification of Loss Period:	

Non-Return Fee:	$
Coverage Eligibility:	X (1) Eligible at any time without a waiting period. Coverage is retroactive to the date of the request for enrollment. ☐ (2) Eligible at any time without a waiting period if request for coverage is submitted at time of initial activation. Coverage is retroactive to the date of the request for enrollment. If request for coverage is submitted after initial activation, eligible after waiting period of _____days. ☐ (3) Eligible after waiting period of _____days. ☐ (4) Eligible on the date of approval of the request for enrollment.
Monthly Premium Rate:	$ 5.26

This Insurance Certificate ("Certificate") describes the terms, conditions, and exclusions of the Portable Electronics Device Master Policy (the "Master Policy"). Various provisions in this Certificate and the Master Policy restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

The terms "we," "us" and "our" means the Insurer shown in the Schedule that is providing this insurance.

The terms "you" and "your" mean the Certificate Holder shown in the Schedule and to whom this Certificate is issued.

The term "Administrator" refers to the Administrator shown in the Schedule. You may contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at [XXX-XXX-XXXX or by mail at Servify US, Inc., 5608 17th Ave NW, Seattle, WA 98107 or by email at [email@email.com].

The term "Authorized Service Center" means the service center providing repair and replacement services on our behalf.

The term "Certificate Period" means the period stated in the Schedule.

The term "Covered Property" means the covered property as specified in the Schedule and further described in Section A.2. of this Certificate.

The term "Retailer" means any party who markets or sells Covered Property and to whom the Master Policy is issued.

The term "Service Provider" means the party providing the service to which the Covered Property is connected.]

A. COVERAGE

In exchange for premium paid, we, through the Administrator, agree to provide the coverage as stated in this Certificate for any covered damage that occurs to the Covered Property during the applicable Certificate Period.

B. Who Is Covered

a. Master Policyholder

The Master Policyholder is a person or entity enrolled by the Administrator as reflected in the Administrator's records and for whom the required premium when due has been paid to us, or our designated agent, and to whom a Master Policy is issued. The Master Policyholder is shown on the Schedule.

2. Certificate Holder

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our sole discretion. Device Based Coverage provides coverage for registered Covered Property owned or legally possessed by you.

C. Covered Property

Covered Property means the portable electronic device shown in the Schedule. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDID), serial number or other unique identification number of the mobile device must be on file with the Administrator and/or the Service Provider at all times to receive coverage under this Certificate.

1. Coverage Period

Coverage under this Certificate is provided for the Certificate Period shown in the Schedule, subject to Section G.4.b.

2. Coverage Territory

We insure the Covered Property when it is present in the United States or its territories and Canada. We do not insure the Covered Property when it is outside the United States or its territories or Canada.

3. Covered Causes of Loss

Covered Causes of Loss means risks of being directly damaged, except as limited or excluded elsewhere in this Certificate.

4. Property Not Covered

Covered Property does not include:

a. Contraband or property used in the course of illegal transportation or trade.

b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes, but is not limited to, documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, screen savers, personalized data, music, and maps.

c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.

d. Property that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Center or its designee.

e. Software and applications, meaning the operating system or any other software that is pre-loaded or included with the Covered Property or installed subsequent to purchase.

f. Any device whose unique identification number (including IMEI, ESN, UDID, serial number or unique identification number) has been altered, defaced or removed.

g. External media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes but is not limited to data cards, memory cards, external hard drives, and flash drives.

h. Any portable electronic device you lease, rent or hold for others.

i. Any other equipment or accessories not described as Covered Property.

j. Batteries unless otherwise covered as a part of a loss to Covered Property.

D. EXCLUSIONS

This insurance coverage provided by this Certificate does not apply to loss or damage, directly or indirectly caused by, or resulting from, any of the following:

1. **Governmental Authority**

   Seizure or destruction of property by order of governmental authority.

2. **Nuclear Hazard**

   Nuclear reaction or radiation, or radioactive contamination, however caused.

3. **War**

   a. War, including undeclared or civil war;

   b. Warlike action by a military force; or

   c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

   Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

4. **Delay, Loss of Use**

   Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

5. **Electrical and Mechanical Breakdown**

   Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions, unless specified as a Covered Cause of Loss.

6. **Dishonest or Criminal Acts**

   Dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.

7. **Obsolescence**

   Obsolescence or depreciation.

8. **Pre-Existing Conditions**

   Conditions which existed prior to coverage, including but not limited to:

   a. Manufacturer's recall; or

   b. Error or omission in design, programming or system configuration.

9. **Cosmetic Damage**

   Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes:

   a. Cracking, marring, or scratching that does not affect functionality;

b. Change in color or other change in the exterior finish; and

c. Expansion or contraction that does not affect functionality.

10. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

11. Covered Under Other Insurance

Loss or damage that is covered and paid under another insurance policy.

12. Late Claims

Claims not reported as required by Section E.3. of this Certificate.

13. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Covered Property, unless performed by an Authorized Service Center or its designee.

14. Virus

Computer virus or any other malicious code or similar instruction that:

a. Disrupts the normal operation of the Covered Property;

b. Results in destruction of or unsuitability of data or programs stored in the Covered Property; or

c. Arise out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

15. Voluntary Parting

Voluntarily parting with Covered Property by you or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

16. Intentional Loss or Damage

Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

17. Pollution

The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including 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/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. Fees or Charges

Any fees or charges assessed by the Administrator, Service Provider or Retailer, whether the charges incurred are legitimate or fraudulent.

19. Failure to Mitigate

Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

20. Vermin

Insects, rodents, or other vermin.

21. Unauthorized Repair or Replacement

Loss caused by or resulting from unauthorized repair or replacement.

22. Pressure Waves

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

23. Wear and Tear

Normal wear and tear, including rusting or oxidation or damage that is not attributable to a sudden unforeseen event, and which does not result in a Covered Cause of Loss.

24. Failure to Follow Manufacturer's Instructions

Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

E. LIMITS OF INSURANCE

The most we will pay in any one occurrence to repair or replace Covered Property is the applicable Per Claim (Per Occurrence) Limit shown in the Schedule. The Limit of Insurance applies separately to each claim.

In addition, you are limited to the maximum number of losses as shown in the Aggregate Limit section in the Schedule in any consecutive 12 month period. When this limit is exhausted, coverage will cease immediately and we will notify you that your coverage has ceased and no future premiums are due.

F. DEDUCTIBLE

A non-refundable Deductible will apply to each filed and approved claim and does not reduce the Limit of Insurance. The Deductible, as shown in the Schedule and described below, is payable at the time of claim approval.

The Deductible as shown in the Schedule is non-refundable and is payable at the time a loss is approved by the Administrator. This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance.

The applicable Deductibles are set forth below.

Deductible	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Standard Deductible	$50	$99	$199	$249	$349

This Deductible will apply to each filed and approved covered claim, and does not reduce the Limit of Insurance

G. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY

In the event of loss or damage to Covered Property, you must cooperate with us and our Administrator and do the following:

1. **Suspend Wireless Service**

   Suspend your wireless communication service, if applicable, as soon as possible if the Covered Property is lost or stolen.

2. **Notify Police**

   If a claim involves a violation of law, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to our Administrator within thirty (30) days of request.

3. **Notify Administrator, Give Description**

   Notify the Administrator within the Notification of Loss Period as shown in the Schedule. Give complete description of:

   a. The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as IMEI, ESN, UDID, serial number or similar unique identification number); and

   b. How, when and where the loss or damage occurred.

4. **Protect**

   Take all reasonable steps to protect the Covered Property from further damage.

5. **Disable Locking Software & Remove SIM Card**

   If the Covered Property is still in your possession, remove any and all device passwords or locking software (such as Find My iPhone). Also, remove your SIM-card and delete your personal data on the Covered Property before sending it to us.

6. **Permit Inspection**

   Permit us or our Administrator to inspect the damaged property. If we request to evaluate your equipment failure prior to completion of your claim, we may require you to take the Covered Property to a specified location in your area, or send it to the Administrator or Authorized Service Center at our expense.

7. **Statement Under Oath**

   If requested by us or our Administrator, submit to questioning or examination under oath about a claim or other matter relating to this Certificate. We may require you to submit a signed and sworn proof of loss affidavit.

8. **Proof of Loss and Ownership**

   If required, provide:

   a. Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.

   b. A signed, sworn proof of loss or damage containing the information we or our Administrator request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.

   c. A copy of government-issued photo identification.

d. Other records and documents that may be reasonably requested.

These records must be provided within thirty (30) days after our request for the documentation.

9. Return of Damaged and/or Malfunctioning Covered Property

You are required to return the damaged Covered Property including, if coverage is provided under this Certificate, Covered Property that suffered mechanical and electrical breakdown, to our Authorized Service Center or other designated location. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged Covered Property.

Disposal of the damaged Covered Property other than by returning it to our Authorized Service Center, or other location designated by us, requires the prior written consent of us or our Administrator.

If the damaged Covered Property is not returned as directed within fifteen (15) days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return Fee as shown in the Schedule, may be charged to you.

Any recovery of lost or stolen property will accrue entirely to our benefit. If we replace the Covered Property, the originals become our property.

10. Take Delivery

We may make available to you the approved replacement equipment for pick up at your Service Provider or Retailer. We may also ship the approved replacement equipment directly to you within the United States for which you must be available to take delivery of the replacement equipment within thirty (30) days of claim authorization. If you are not available at the time you agree to take delivery, you may be required to pay the costs of reshipping your replacement equipment.

H. OUR DUTIES IN EVENT OF LOSS

1. When We Repair or Replace

If a claim is made, we or our Administrator will notify you of our Administrator's assessment of the claim after we or our Administrator receive all the information requested from you.

Repair or replacement of Covered Property on approved claims will be done after you, or your designee, have complied with all the terms of this Certificate.

In the event of a claim, the Covered Property will not be upgraded.

2. Our Options

At our sole option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

a. Is of like kind, quality and functionality; and

b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and

c. May be a different brand, model or color.

I. ADDITIONAL CONDITIONS

A. Arbitration Agreement

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

a. The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

b. It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

c. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

d. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall

be governed by the Federal Arbitration Act.

2. Claim Authorization and Loss Payment

We, or our Administrator, have the right to settle the loss with you or your designee. No claims will be accepted unless authorized by us or our Administrator.

All repairs and replacements must be made by our Authorized Service Center, unless we, or our Administrator, give you other specific directions in writing. In no event will you be entitled to reimbursement for any out-of-pocket expenses.

3. Cancellation and Nonrenewal

a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

(1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(2) We may cancel this Certificate immediately:

i. For nonpayment of premium;

ii. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

iii. If you cease to have an active service with your Service Provider.

c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

e. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

4. Eligibility

a. To be eligible for coverage, you must:

(1) Be a valid, active and current subscriber of your Service Provider;

(2) Not have engaged in fraud or abuse with respect to this or a similar electronics equipment insurance program; and

(3) Not be in breach of any material term of this Certificate, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

b. If your request for enrollment of coverage is submitted at the time of initial activation of the Service Provider's service for the Covered Property, and your request is approved by us, your coverage is retroactive to the date of your request for enrollment.

If your request for enrollment of coverage is submitted after initial activation of the Service Provider's service for the Covered Property and your request is approved by us, coverage will begin after a waiting period of the number of days shown in the Schedule following the submission of your request for enrollment, unless we or our Administrator notify you prior to completion of the waiting period that your request is not approved. The successful completion of validation testing on the Covered Property may be required prior to our approval.

Eligibility for enrollment after initial activation may be subject to limitations.

5. Changes

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

6. Concealment, Misrepresentation or Fraud

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

a. This Certificate;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Certificate.

7. Conformity To Statute

We, and you, agree that any terms of this Certificate not in conformity with the statutes of the state in which this Certificate is issued are amended to conform to those applicable state statutes.

8. Benefit Only Available To You

No person or organization, other than you, will benefit from this Certificate. We may provide you access to other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Service Provider, Retailers, our Authorized Service Center or other authorized facilities.

9. Legal Action Against Us

No one may bring a legal action against us unless:

a. There has been full compliance with all the terms of this Certificate;

b. Sixty (60) days has elapsed since you provided the proof of loss to us or the Administrator;

c. The action is brought within 2 years after you have knowledge of the loss or damage; and

d. The action is brought in compliance with Section G.1.

10. Liberalization

If we adopt any revision which would broaden the coverage under this Certificate without additional premium within sixty (60) days prior to or during the Certificate Period, the broadened coverage will immediately apply to this Certificate.

11. Premiums

a. You are responsible for the payment of applicable premiums to the Master Policyholder.

b. We will provide the Master Policyholder with at least 30 days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

12. Transfer of Rights and Duties Under This Certificate (Assignment)

No rights and duties under this Certificate may be transferred without our written consent.

13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them.

14. Recovered Property

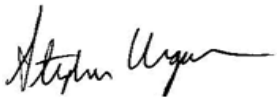
If you recover any Covered Property after loss settlement, you must give us prompt notice. At your option, you may either send us the Covered Property, or keep the Covered Property and return the loss settlement. We will pay expenses to repair the recovered Covered Property, if necessary, subject to the Aggregate Limit.

In witness whereof, the Insurer has caused this Certificate to be signed by its President and its Secretary.

PRESIDENT



SECRETARY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

I. Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

3. Cancellation and Nonrenewal

a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective. This includes rejecting a change made to the Certificate by us or the Master Policyholder.

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

(1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(2) We may cancel this Certificate immediately:

i. For nonpayment of premium;

ii. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

iii. If you cease to have an active service with your Service Provider.

c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

e. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. If you cancel including rejecting a change to this Certificate, we will return any refund due within sixty (60) days after

the date we receive notice of cancellation. The cancellation will be effective even if the refund has not been made or offered.

f. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal. Any unearned premium will be returned to you within sixty (60) days of the effective date of such notice.

II. Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

6. Concealment, Misrepresentation or Fraud

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a fact, by either you or your designee at any time, concerning:

a. This Certificate;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Certificate;

and such concealment or misrepresentation is material either to the acceptance of the risk, or to the hazard assumed by us; or we, in good faith, would either not have issued this Certificate, or would not have issued this Certificate at the same premium rate, or would not have issued this Certificate in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

III. Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

b. We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

IV. The following is added to Section **G. ADDITIONAL CONDITIONS**:
IDAHO DEPARTMENT OF INSURANCE CONTACT INFORMATION
Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise ID 83720-0043
1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

I. SECTION A. COVERAGE, the first paragraph of item 1.b. is replaced by the following:

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our discretion.

II. SECTION F. OUR DUTIES IN EVENT OF LOSS, the first paragraph of item **2.** Is replaced by the following:

At our option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

III. SECTION G. ADDITIONAL CONDITIONS, paragraph **1. Arbitration Agreement** is deleted.

IV. SECTION G. ADDITIONAL CONDITIONS, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

3. Cancellation and Nonrenewal

a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

(1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(2) We may cancel this Certificate upon ten (10) days notice for nonpayment of premium;

(3) We may cancel this Certificate immediately:

i. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

ii. If you cease to have an active service with your Service Provider.

c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

e. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

V. Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following

6. Concealment, Misrepresentation or Fraud

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

a. This Certificate;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Certificate;

and such concealment or misrepresentation is material either to the risk or to the hazard assumed by us; or we in good faith would either not have issued this Certificate, or would not have issued it at the same premium rate or would not have issued the Certificate in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to us as required either by the application for this Certificate or otherwise.

VI. Section **G. ADDITIONAL CONDITIONS**, paragraph **7. Conformity to Statute** is replaced by the following:

7. Conformity to Montana Statute

The provisions of this Certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this Certificate.

VII. Section **G. ADDITIONAL CONDITIONS**, paragraph **9. Legal Action Against Us**, item **d.** is deleted.

VIII. Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

b. We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

I. Section **B. EXCLUSIONS**, paragraph **6. Dishonest or Criminal Acts** is replaced by the following:

6. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others

As used in this exclusion, a "criminal act" means an act that has resulted in a conviction.

II. Section **G. ADDITIONAL CONDITIONS**, the first paragraph in paragraph **1. Arbitration Agreement** is replaced by the following:

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), may be subject to binding arbitration if both parties voluntarily agree to binding arbitration at the time of dispute, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties may voluntarily agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. If the parties have voluntarily agreed to binding arbitration at the time of dispute, then all preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

III. Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

3. Cancellation and Nonrenewal

a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

(1) We may cancel this Certificate upon fifteen (15) days notice for:

i. Nonpayment of premium; or

ii. Discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder; or

(2) We may cancel this Certificate immediately:

i. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

ii. If you cease to have an active service with your Service Provider.

c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

e. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

f. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

g. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal.

IV. Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud** is replaced by the following:

6. Concealment, Misrepresentation or Fraud

This Certificate is void if you or your designee at any time, willfully conceal or misrepresent any material fact or circumstance concerning:

a. This Certificate;

b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this Certificate.

Statements made by you, in the absence of fraud, will be deemed representations and not warranties. We may not void this Certificate due to any such statement in the application for this Certificate unless a copy of the application is endorsed upon or attached to this Certificate when issued.

V. Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

b. We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE CERTIFICATE for PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

I. Section **B. EXCLUSIONS**, paragraph **3. War** is replaced by the following:

3. War

a. War, including undeclared or civil war;

b. Warlike action by a military force; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

II. Section **B. EXCLUSIONS**, paragraph **16. Intentional Loss or Damage** is replaced by the following:

16. Intentional Loss or Damage

a. Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

b. However, this exclusion will not apply to deny an otherwise covered property loss if such loss is caused by an act of domestic abuse by another insured under the same Certificate and the insured making the claim:

(1) Files a police report and cooperates with any law enforcement investigation relating to the act of domestic abuse; and

(2) Did not cooperate in or contribute to the creation of the property loss.

c. Any payment made for a loss under paragraph **b.** above will be limited to the insured's insurable interest in the Covered Property less payments made to any mortgagee or other party with a legal secured interest in the Covered Property. We will not pay more than the Limit of Insurance.

III. The following is added to section **E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY**:

If you fail to comply with the terms of this Certificate, we may deny coverage based on this failure if we are prejudiced by your actions or conduct.

IV. Section **G. ADDITIONAL CONDITIONS**, paragraph **1. Arbitration Agreement** is replaced by the following:

1. Arbitration Agreement

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to non-binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable

to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through informal negotiation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

a. The cost of the non-binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

b. It is understood and agreed that the arbitration shall be non-binding. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.

c. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

d. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

V. Section **G. ADDITIONAL CONDITIONS**, paragraph **3. Cancellation and Nonrenewal** is replaced by the following:

3. Cancellation and Nonrenewal

a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

(1) We may cancel this Certificate upon ten (10) days notice for nonpayment of premium.

(2) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(3) We may cancel this Certificate immediately:

i. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or

ii. If you cease to have an active service with your Service Provider.

c. How Notice of Cancellation is Provided

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

d. Return Premiums, If Any

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

e. How We Nonrenew a Certificate

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you, including the reason for cancellation, at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be maintained 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, proof that the notice was sent shall be maintained by us.

f. If Master Policy is Cancelled or Nonrenewed by the Master Policyholder

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, we will notify you at least thirty (30) days before the effective date of such cancellation or nonrenewal. However, if the Master Policyholder is licensed as a specialty producer, then the Master Policyholder will provide such notice. The notice will include the effective date of cancellation or nonrenewal and the reason for such cancellation or nonrenewal.

VI. Section **G. ADDITIONAL CONDITIONS**, paragraph **5. Changes** is replaced by the following:

5. Changes

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

In addition, if we make a change to the Certificate's terms and conditions, we will provide you with a revised Certificate or endorsement and a summary of the material changes.

VII. The following is added to Section **G. ADDITIONAL CONDITIONS**, paragraph **6. Concealment, Misrepresentation or Fraud:**

However, an oral or written misrepresentation may not void this Certificate unless made with the intent to deceive.

VIII. Section **G. ADDITIONAL CONDITIONS**, paragraph **11. Premiums**, item **b.** is replaced by the following:

b. We will provide you and the Master Policyholder with at least thirty (30) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice. If notice is mailed, proof of mailing will be maintained in a form authorized or accepted by the United States postal service or other commercial mail delivery service. If notice is accomplished through electronic means, proof that the notice was sent shall be maintained by us.

We may not increase premiums or deductibles or otherwise restrict benefits more than once in any six (6) month period.

IX. Section **G. ADDITIONAL CONDITIONS**, paragraph **13. Transfer of Rights of Recovery Against Others To Us (Subrogation)** is replaced by the following:

13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them. We will be entitled to a recovery only after you have been fully compensated for your loss.

If we make a payment for a loss arising out of an act of domestic abuse, any rights of recovery you may have against the perpetrator of the domestic abuse are transferred to us to the extent of the payment made by us.

X. The following is added to Section **G. ADDITIONAL**

CONDITIONS: **CONCURRENT CAUSATION**

A loss may be caused by a chain of causes. If a covered cause of loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered cause of loss.

Service Contract Terms and Conditions

The information contained in these Service Contract terms and conditions explain what is covered, who provides coverage, and how coverage works under Your Plan. Please read this document in full and review the Plan Confirmation provided to You (via paper or digital delivery) by the seller or Administrator. Be sure to keep these Contract terms and conditions, along with Your Plan Confirmation easily accessible, as they will come in handy when You need the Administrator's assistance regarding Your Plan or need to file a Claim.

Section I. Definitions

Throughout this service contract, the following capitalised words have the stated meaning

- **"We", "Us", "Our", "Obligor", "Provider"**: the party or parties obligated to provide service under this Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114; (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section and applicable to Your jurisdiction).

- "**Administrator**", **"Servify"**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Service Contract, Servify US Inc., 5608 17th Ave. NW Seattle, WA 98107; 24/7 Phone # 1-800-248-8822, (unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this Contract and applicable to Your jurisdiction).

- **"Plan":** the specific "Coverage Plan Option" under this Service Contract that You have selected and purchased, as indicated on Your Plan Confirmation.

- **"Plan Fee"**: The amount You have paid, or in the case of a recurring payment Plan, the recurring fee You are required to pay, in order for the coverage under this Plan to remain effective, as stated on Your Plan Confirmation (excluding any applicable taxes and/or fees).

- **"Plan Confirmation"**: the receipt document (email or electronic) provided to You at time of purchase as proof of Your Service Contract purchase that confirms the coverage Plan selected by You, the coverage Term, any applicable Deductible, and the purchase date of this Service Contract.

- **"Product"** means the product(s) purchased by You and listed in Your Plan Confirmation as a covered Product under this Contract. Accessories that were purchased separately from the original packaging are excluded unless specifically stated in Your Plan Confirmation.

- **“Service Contract”, “Contract”:** this service contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Service Contract are additional to Your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.

- **“ADH”:** the unintentional and accidental damage from handling during normal use, resulting from dropping Your Product, spilling liquid on it, lines on the screen, screen discoloration or dimming of the screen. ADH does not include damages that occur from standard operation of Your original device, which includes, but is not limited to, folding, flipping, transporting from one location to another, or overheating. ADH IS NOT COVERED UNLESS AN “ADH” NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.

- **“Claim”:** A demand/request for service in accordance with the terms and conditions of this Contract sent by You to the Administrator or Us.

- **“Coverage Start Date”**: The date when coverage begins under Your Plan. The Coverage Start Date is either the date of purchase of Your Plan or the date immediately following the expiration of any Waiting Period, whichever occurs first, unless expressly stated otherwise in the SPECIAL JURISDICTIONAL REQUIREMENTS section of Your Plan.

- **“Deductible”, “Service Fee”:** the amount You are required to pay, per Claim, prior to receiving covered services under Your Plan (if any), as indicated on Your Plan Confirmation.

- **“MSRP”:** the manufacturer’s suggested retail price of Your Product as of the Product purchase date.

- **“Breakdown”** means the failure of Your Product to operate properly due to one or more of the following: (i) defects in materials or workmanship; (ii) normal wear and tear; (iii) Power Surge; (iv) defective pixels; and (v) image burn-in for screens.

- **“Power Surge”:** damages to a Product resulting from an oversupply of voltage while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source.

- **“Term”:** the period of time in which the provisions of Your Plan are valid, as indicated on Your Plan Confirmation.

- **“You”, “Your”:** the purchaser of this Service Contract.

- **“Waiting Period”**: The period of time that must transpire, starting from the Plan purchase date, before a Claim may be filed under Your Plan. If applicable, the Waiting Period is stated in Your Plan Confirmation.

- **"Promotional Period"**: Any period of time during which We may agree to cover some of Your costs of this Plan on Your behalf in connection with a limited time promotion We may offer to You with Your purchase of an eligible covered Product. Payment or discounts We provide to You toward Your purchase of this Plan during a promotional period will be stated on Your Plan Confirmation.

Section II. Coverage

A. **What is Covered:** This Contract provides for the labor and/or parts necessary to repair Your Product when You have a covered claim. At Our sole discretion, You may be provided a replacement or an advance exchange for Your original Product in lieu of repair. See the About Repairs, About Replacements, and Advance Exchange bullets below for full details.

- **About Repairs**: Repairs are completed through an authorized repair centers. Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Product.

- **About Replacements:** Reasonable efforts will be made in order to replace Your original Product with the same make and/or model; however, We reserve the right to replace the original Product with one of equal or similar features and functionality. We do not guarantee such replacement will be the same color, make or model as Your original Product. Additionally, note that due to technological advances that are outside of Our control may result in a replacement Product that has a lower selling price than Your original Product, and this Contract does not provide any reimbursement for such cost difference. In the event we provide a replacement device to You, any and all parts and components of Your original Product will become Our property.

    - **Advance Exchange -** As part of Our replacement coverage, should Your device qualify, you could be eligible for Advance Exchange. This device eligible coverage would permit You to receive as soon as the next day device delivery in the event that covered damages, as listed and described in this document, to Your original Product render the Product unusable. You will be required to return your damaged and/or unusable original Product to Us or the Administrator in accordance with any and all instructions provided to You during the claim resolution process. This coverage is available subject to an additional non-return fee up to the MSRP value of the replacement device if Your original Product is not received by Us or the Administrator within ten (10) business days of confirmed delivery of Your Advance Exchange device or if Your

original Product's damage is determined to be outside of the defined coverages in this contract.

- **About Reimbursements (Buyout):** If We, at Our discretion, decide to provide You with reimbursement towards the replacement of Your original Product, this reimbursement amount will be the lesser of the fair market value of Your Product or the purchase price of Your Product, based on Our reasonable valuation of Your original Product. Such reimbursement, subject to the limits of liability, may come in the form of a check (physical or digital) or credit to Your payment card on file with the Administrator, or in the form of vouchers/credit, of equivalent value, which can be used to make purchases for device(s) and/or accessories. You will still be responsible for paying any applicable Deductible or Service Fee associated with Your device and/or damages sustained.

During the Contract Term, Servify will provide you with access to a call center, app based and/or web-based support for Your Product. Administrator support starts on the date you purchase the Contract for Your Product and will remain available throughout the term of Your Contract. Support may include assistance with claim registration, determining when hardware service is required, or what coverage may be applicable.

B. **Eligible Device Categories:** In order to be eligible for coverage under this Contract, the Contract must be purchased within thirty (30) days of the date of this Product and is covered by the manufacturer's warranty and/or retailer's limited warranty as of the date this Contract is purchased. Out-of-warranty equipment may be covered at Our discretion, subject to a Waiting Period.
    a. In order for Your product to be qualified as an Eligible Device, You must take the following action to certify that Your product is operational and free of physical and mechanical defects: You will receive notification with instructions about the Device Quality Certification and how to register Your device. The Device Quality Certification process will require You to provide video evidence of the product You are attempting to enroll, which may require a secondary device. For devices which have undertaken the above-referenced certification process, We will waive any Waiting Periods applicable to Your Plan as of the date Your product was successfully registered with the Administer as a Certified Device. Covered Products that are not registered with the Administrator as a Certified Device are eligible for Breakdown claim upon the expiration of the Waiting Period. If You fail to certify Your device in accordance with the Administrator's instructions, or Your device does not meet certifications standards within either sixty (60) days of device purchase or 10 days of Plan purchase, whichever is soonest, We reserve the right to cancel Your enrollment in this Plan and provide a full refund of Your Plan payment. No coverage for Claims is provided until the registration of Your Covered Product as Certified Device has been completed.

C. **Coverage Plan Option, Term and Limits:** Coverage under this Service Contract provides for the following, as applicable to Your Plan purchase:

- **Protect+** – In addition to coverage for Breakdown, We will cover any Product failure resulting from ADH and will allow for Your device to be eligible for Advance Exchange. This Plan option is only available for purchase within thirty (30) days of Your Product purchase date, as shown on Your Product Purchase Receipt or first activation of Your Product.
- **Protect+ Term** - Coverage under this Plan option begins on the Coverage Start Date and continues for the Term, both indicated on Your Plan Confirmation. Your coverage may be subject to a Waiting Period during which no Claims are allowed. If applicable, this would be stated in Your Plan Confirmation. Should there be any Waiting Period, this time frame will be added to the end of Your Plan Term.
- **Protect+ Limits** - The maximum amount that We will pay under this Plan option are as follows:
    - **Repairs**: An unlimited number of covered Claim repairs until the accumulated amount that We have paid equals the lesser of the MSRP or the original purchase price of the Product, as shown on Your Product Purchase Receipt. Once this limit is reached, We will have no further obligations under this Plan to repair or replace the original Product until the following 12-month period of Your Plan Term.
    - **Replacement:** At Our discretion, in lieu of repair, we may provide a replacement device or provide you with a reimbursement toward the replacement of Your original Product. The maximum number of replacement/reimbursement Claim(s) allowed during the Plan Term will be two (2) Product replacement/reimbursement within any twelve (12) month period. The 12-month period is calculated based on the date Your Claim was approved by Us for each covered ADH or Breakdown Claim. Once this limit is reached, We will have no further obligations under this Plan to provide service for the original or replacement Product until the 12-month period has ended.
    - Our maximum limit of liability for services provided for any single Product shall not exceed the MSRP of the covered Product within any twelve (12) month period.
    - You will be responsible for any applicable Deductible or Service Fee for each claim request that is approved. Your applicable Deductible or Service Fee will not affect the total maximum available to be paid under this Contract.

D. Additional Benefits Under this Contract:

- **Battery Protection:** Breakdown coverage is provided for Your Product's non-disposable battery, including but not limited to, Breakdown due to short circuit, swelling, leakage, or battery failure when it is unable to hold an

electrical charge over 80%. Battery coverage does not apply to ADH failure, and is limited to a one-time replacement service for any single Product throughout the entire Plan Term.

- **No Lemon Guarantee:** During the Term of this Contract, if Your Product has three (3) qualified service repairs covered under this Plan for the same problem ("Qualified Service Repair(s)"), and if a covered Claim and a fourth (4th) repair is required for the same covered problem, We will replace Your original Product with one of like kind and quality, but not necessarily same brand or color, or, at Our sole discretion, provide You with reimbursement for a replacement. Any repair services performed while Your Product is under its manufacturer's warranty period or in relation to ADH (if purchased/applicable) are not considered to be Qualifying Services Repairs under this benefit.

Section III. Deductible

You are required to pay a non-refundable Deductible amount indicated on Your Plan Confirmation, per covered claim, prior to receiving service under this Contract.

Section IV. How to File a Claim

IMPORTANT: The submission of a claim does not automatically mean that the damage to or breakdown of the Product is Covered under Your Plan and this Contract. In order for a claim to be considered, You must contact the Administrator first for claim approval and authorization number.

You may obtain service or claim support by using the Consumer Web Portal https://servify.tech, by emailing the Administrator at us_claims@servify.com, or by calling (toll-free) 1-800-248-8822.

Explain the problem Your Product is experiencing and provide the Administrator any additional information/documentation in order to validate Your Claim, including but not limited to photographs, videos, or police reports. For faster service handling, please have the mobile phone number used during the registration process, or Your Product serial number readily available. We reserve the right to request Your Plan Confirmation, the Product Purchase Receipt, and/or related documentation required to verify information about the covered Product. Additionally, in case of a replacement or reimbursement, We reserve the right to take ownership of the original Product(s), which is the subject of a pending Claim. We may require You to send pictures and/or video of such Product(s) to Us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of any such Product(s).

After confirmation of claim eligibility under Your Plan and this Contract, the Administrator will issue a claim authorization number to You along with additional

information regarding how Your Product will be further serviced (refer to the "Section V. Location of Service" section below for further details).

Authorization for payment of any required Deductible will be collected by the Administrator when Your claim authorization number is generated. (Your Deductible amount, if applicable, is shown on Your Plan Confirmation.)

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Service Contract.

DURING HARDWARE SERVICE, WE, ADMINISTRATOR OR ITS REPAIR LOCATION MAY DELETE THE CONTENTS OF THE PRODUCT AND REFORMAT THE STORAGE MEDIA. Administrator will return your Product or provide a replacement as the Product was originally configured, subject to applicable updates. Administrators may install OS updates as part of hardware service that will prevent the Product from reverting to an earlier version of the OS. Third party applications installed on the Product may not be compatible or work with the Product as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

Section V. Location of Service

Upon processing Your service request, Administrator will provide You with the following service options at Our discretion:

- **Advanced Exchange Process:** This device eligible coverage would permit you to receive as soon as the next day device delivery in the event that Your original Product is damaged as a result of a covered cause of loss and is rendered unusable and is deemed beyond repair. We will deliver to You the replacement product via express mail, together with a prepaid shipping label for You to return Your original defective Product back to Us ("Advanced Exchange"). You must return Your original Product as directed by Us and according to the instructions included in the return mailer, including unlocking the device, within fourteen 14 days of delivery of the replacement Product. Failure to do so may result in being charged a non-return fee of up to the MSRP or $1,500, whichever is less. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

  If We ship You a replacement product, We will notify You in writing within thirty (30) days of Your return of the original defective Product if We determine the original Product You returned did not suffer a covered cause of loss by Your Plan. You will be charged a non-covered service charge up to the MSRP of the original Product, unless You return the replacement product, in good working order, at Your cost of shipping within fifteen (15) days of Our notification. If You

return the replacement product as required by Your Plan, We will return to You Your original Product.

- **Mail-in Service Process:** Administrator will send you a prepaid shipping label (and, if needed, packaging material). You must ship the Product to a predetermined site ("Authorized Service Location") in accordance with Administrator's instructions. Once service is complete, the Authorized Service Location will return the Product to You. The Administrator will pay for shipping to and from Your location for Mail-in Service.

- **Walk-In Service Process:** If available in Your jurisdiction or local area, the Administrator may also provide walk-in service where You may physically visit an Authorized Service Center for repair/replacement ("Walk-In Service Location"). In the event of walk-in service, You will be responsible for all transportation costs to the Walk-In Service Location(s) along with any associated Deductible or Service Fee; Administrator will only be responsible for the cost of parts and/or labor to repair or replace Your Product as per the terms of Your Plan.

Section VI. What is not Covered (Exclusions)

AS RELATED AND APPLICABLE TO THE PRODUCT(S), THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

A. A pre-existing condition known to You ("pre-existing condition" refers to a condition that within all reasonable probability, relates to the functional fitness of the Product before this Contract was purchased);
B. Any claim for service to or replacement of the Product that has not been prior authorized by the Administrator;
C. Servicing of the Product in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Product;
D. Damage to the Product due to fortuitous events including but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action or other external causes;
E. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract;
F. Abuse (meaning, the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Product;
G. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Product;

H. **Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;**
I. **Any upgrades, attachments, accessories or peripherals, or any failure or damage to these items;**
J. **Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Product; including, but not limited to batteries, except as otherwise provided under Section II. Coverage, D. Additional Benefits under this Contract;**
K. **Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;**
L. **Routine, periodic or preventative maintenance;**
M. **Lack of providing manufacturer's recommended maintenance or operation/storage of the Product in conditions outside manufacturer specifications, or use of the Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Product in a manner inconsistent with its design or manufacturer specifications;**
N. **Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Product performed by anyone other than a service center /technician authorized by the Administrator or the manufacturer;**
O. **Any kind of manufacturer recall or rework order on the Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs; or**
P. **Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Product that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Product);**
Q. **Service or replacement; including location where damages occur, outside of the United States of America, its territories, or Canada;**
R. **Any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS SERVICE CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR PRODUCT FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Section VII. Your Responsibilities

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Product, You should make every

effort to utilize these accessories for protection against damage to Your Product. If You suspect damage or breakdown of Your Product, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLECT, NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE PRODUCT WILL NOT BE COVERED UNDER THIS CONTRACT.

MAINTENANCE AND INSPECTIONS: If specified in the Product manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Product as indicated. You may be required to provide proof of fulfilment of such maintenance, care and/or inspection services at time of claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

DATA: You will be responsible for any and all data, including but not limited to, data, software, applications, passwords, or any other personal information that is outside the manufacturer's factory setting. We and the Administrators of this Plan are not responsible for any loss or damage to Your personal data. It is Your responsibility to back up and store this information prior to any Claim being processed.

CONTACT INFORMATION: It is your responsibility to keep all contact information, including mailing address and email address, updated with your carrier and with the Administrator of this Plan. Necessary notification will be sent to the provided contact information. Your failure to keep this information updated may result in not receiving necessary information, changes, or notifications related to Your Plan, and it will not be the responsibility of Us or the Administrator should You not receive the necessary updates.

Section VIII. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, ADMINISTRATOR AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE PRODUCT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM ADMINISTRATOR'S OBLIGATIONS UNDER THIS CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF SERVIFY AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE CONTRACT SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR YOUR PLAN. ADMINISTRATOR SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA; (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA; OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS CONTRACT ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, ADMINISTRATOR'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED PRODUCT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. **Section IX. Plan Charges**

The cost of this Plan will be billed to You in full or in monthly instalment payments, for the duration of the Plan Term, as listed on Your Plan Confirmation. The cost of this Plan will be billed to You in full or in monthly payments depending on the Term of Your Plan, unless this Plan is non-renewed, cancelled or fulfilled as described below, in which case billing will cease.

If this Plan was purchased with a limited time promotional offer, You must pay the cost of this Plan upon the expiration of the Promotional Period for continued coverage under this Plan, and We may request Your payment information for continued coverage under this Plan upon the expiration of the Promotional Period in the event Your credit or debit card information is not on file with Us.

For monthly Plans, each month during the Term of this Plan, You will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. The cost of this Plan is indicated on the Plan Confirmation. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Nonpayment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the seller to process payments; failure to do so may cause Your Plan to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable Deductible(s), non-return charges, non-covered claim charges, taxes, and regulatory surcharges or assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a replacement product or fulfilling any future claim.

Section X. Cancellation

You may cancel Your Contract at any time for any reason after the purchase of this Contract. If You decide to cancel this Contract, You may do so by contacting the Administrator by emailing us at support@inlandcell.com, or by calling toll-free 1-800-248-8822. The cancellation provisions apply to the original purchaser of this Contract only.

A. If You cancel this Contract within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later, You will receive a one-hundred percent (100%) refund of the full Contract purchase price paid by You, minus any claims paid by Us.

B. If You cancel this Contract after thirty (30) days from Your purchase or receipt of this Contract, the following applies depending on the Term of Your Plan:

   (a) For Fixed-Term Plans, You will receive a pro-rata refund of the original Plan purchase price. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any benefits provided to You under the Plan, to the date the cancellation request was made.

   (b) For monthly Plans or monthly installment payments, cancellation will be deferred until midnight on the last day of the month for which Your last monthly payment was paid. Your monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of Your intent to cancel Your Plan and no cancellation refund will be provided.

C. This Plan may be cancelled by Us or the Administrator for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and the effective date of such cancellation. If We or the Administrator cancel this Plan for nonpayment of the Plan Fee or for material misrepresentation of Your Plan or claim information, Your Plan will be cancelled immediately. If we cancel this Plan for any other reason, the following shall apply:

   (a) For monthly Plans or monthly installment payments: cancellation will be deferred until midnight on the last day of Your monthly billing cycle, provided that written notice of cancellation will be delivered to You at least thirty (30) days prior to the effective date of cancellation. Any refund may be applied to any outstanding balance of Your account, and the excess, if any, will be returned to You.

   (b) For Fixed-Term Plans: You will receive a pro-rata refund of equal to 100% of the unearned portion of the Plan Fee paid by You, less the value of any benefits provided to You under this Plan, unless local law provides otherwise.

D. Any notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for, and effective date of, such cancellation.

Section XI. Transferability

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator toll free at 1-800-248-8822 to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available for all Products. This plan is not transferable. If You purchase a new device or if Your device is replaced, You, at your sole discretion, are responsible for purchasing a new Plan. If the device is gifted or given to another individual, this Plan does not transfer. The new owner will be responsible for purchasing and maintaining their own Plan.

Section XII. Renewability

If You wish to renew coverage under this Service Contract, please contact the Administrator toll free at 1-800-248-8822 prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

For Fixed-Term Plans, this Plan may be renewed at Our discretion.

FOR MONTHLY PLANS, YOU ACKNOWLEDGE AND AGREE THAT YOUR MONTHLY PLAN WILL AUTOMATICALLY RENEW EVERY MONTH UNLESS AND UNTIL CANCELLED, FOR IMMEDIATE CANCELLATION GO TO www.website.com CONTACT THE ADMINISTRATOR AT 1-800-248-8822 AND FOLLOW THE INSTRUCTIONS TO PROCESS YOUR CANCELLATION. YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE PROVISIONS OF THIS SECTION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING TAPSAFE PROTECTION PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.

Section XIII. Guaranty

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Section XIV. General Terms

(a) You agree to all the provisions of this Plan when You order and/or pay for it. We may change the monthly charge for the Plan, the administration for the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided by any reasonable method, at Our discretion. By providing Your electronic address to Us, You are authorizing us to communicate

with You electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the charges.

(b) Administrator may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(c) Administrator is not responsible for any failures or delays in performing under this Contract that are due to events outside Administrator's reasonable control.

(d) This Service Contract is valid and eligible for purchase in the contiguous United States of America, plus Alaska, Hawaii, and The District of Columbia. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)

(e) In carrying out its obligations Administrator may, solely for the purposes of monitoring the quality of Administrator's response, record part or all of the calls between you and Administrator.

(f) You agree that any information or data disclosed to the Administrator under this Contract is not confidential or proprietary to you. Furthermore, You agree that the Administrator may collect and process data on Your behalf when it provides service. This may include transferring Your data to affiliated companies or service providers in accordance with Administrator's privacy policy listed at https://servify.tech/privacy/ ("Privacy Policy"). Administrator will protect your information in accordance with its Privacy Policy; if you wish to have access to the information that Administrator holds concerning you or if You want to make changes, You may contact the Administrator at support@servify.tech to update your personal contact preferences.

(g) This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law. We may reduce or waive the Deductible for the Covered Product. You may access the current Claim Deductible schedule at website or by calling phone number.

(h) There is no informal dispute settlement process available under this Service Contract.

Section XV. Special State Requirements

Regulation of service contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Contract was purchased in one of the following states and supersede

any other provision within Your Service Contract terms and conditions to the contrary.

Oregon: This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at https://servify.tech, emailing the Administrator at us_claims@servify.tech, or by calling (toll-free) 1-800-248-8822 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

Washington: WHAT IS NOT COVERED (EXCLUSIONS) – What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED (EXCLUSIONS)" section of this Service Contract. GUARANTY is amended to include: A contract holder is entitled to apply directly to Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048 for refund, payment or performance due. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator by using the Consumer Web Portal at https://servify.tech, emailing the Administrator at us_claims@servify.tech, or by calling (toll-free) 1-800-248-8822 to obtain a claim reference number prior to having any repairs made to Your Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment. CANCELLATION is amended as follows: If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least twenty-one (21) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.