

WING MOBILE SERVICE CONTRACT/EXTENDED LIMITED WARRANTY AGREEMENT

All capitalized terms have the meaning provided as defined within the section the capitalized term is defined or used.

The terms "You", "Your", "Customer" and "Subscriber" refer to the purchaser of this service contract or extended limited warranty. The terms "We," "Us," "Our", "Provider" and "Brightstar" refer to the provider of this Agreement. Brightstar Device Protection, LLC. You may contact Brightstar Device Protection, LLC by mail at PO Box 03, Alpharetta, GA 30009 or by phone at (866) 277-6325. The Obligor for Your specific state is specified in Section 14 and is whom You would contact if Brightstar Device Protection, LLC fails to fulfill an accepted claim.

THIS AGREEMENT IS NOT AN INSURANCE POLICY. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE THE DEVICE NOR TO OBTAIN FINANCING FOR THE DEVICE.

This coverage provided by this Agreement complements and/or may overlap with the manufacturer's warranty. This Agreement may also overlap or duplicate other coverages You have, such as coverage for a wireless device under Your home owner's insurance or other program. During the term of the manufacturer's warranty, the Agreement provides coverage for certain failures for which the manufacturer may not provide coverage. Please refer to the manufacturer's warranty provided with Your wireless device or through the manufacturer's website to understand what protection is offered and the duration of the manufacturer's warranty. Parts and services covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided pursuant to that recall or warranty, as applicable. In no circumstance will coverage be provided under this Agreement.

1. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** If you purchased this Agreement, as stated on Your receipt, in Connecticut, the District of Columbia, Florida, Indiana, Louisiana, Maine, Massachusetts, Michigan, New Jersey, North Carolina, Pennsylvania, Rhode Island, or South Dakota, this Agreement is an extended limited warranty. Otherwise, it is a service contract. This extended warranty/service contract, confirmation of enrollment either by email or text message, and applicable written communications from Us to You collectively comprise the Wing Mobile Service Contract/Extended Limited Warranty Agreement (the "Agreement"). You should keep this extended warranty/service contract and all of the other documents that comprise the Agreement for Your reference. If any portion of the Agreement is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Agreement.
2. **PROTECTION:** In exchange for a Service Fee paid in accordance to the Payment Terms, we agree to repair or replace, in Our sole discretion, the Enrolled Device ("Enrolled Device") listed on Your receipt if, under normal conditions and use, the Enrolled Device experiences fails to operate properly due to accidental damage, manufacturer's defects or workmanship after expiration of the original equipment manufacturer's warranty (the "Failure").

All Enrolled Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:

- (a) Call (888) 800-9921 or visit brighstarprotect.com/ithappens-us to file the service request within sixty (60) days of the date Your Enrolled Device first experiences a Failure. You will be required to provide the enrolled Subscriber and Enrolled Device information, including the make, model, IMEI/ESN/MEID or Serial Number, description of the Failure, and if requested by Brightstar, proof of ownership of the Enrolled Device and any other reasonably requested documentation and verification.
- (b) You must provide all required information pertaining to the Enrolled Device and Failure within sixty (60) days of initially reporting the service request, and if approved, take possession of the replacement device or have Your wireless device repaired within sixty (60) days of the approval.
- (c) Upon Brightstar's request, you must take the Enrolled Device to an Authorized Service Center for inspection and/or repair.
- (d) Pay the applicable Processing Fee. (See Section 9)
- (e) If a replacement product is to be provided, return the claimed Enrolled Device as directed upon receipt of the replacement product.
- (f) Not have any outstanding debts or fees owed to Brightstar Device Protection, LLC
- (g) Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement.

3. **ELIGIBILITY:** Only Enrolled Device(s) purchased from Seller or provided to the Subscriber as a replacement device as a result of a Service Request pursuant to this Agreement or the original equipment manufacturer's warranty are eligible for protection under this Agreement. You must be able to provide a valid proof of ownership at the time of purchase and/or service request. As the program Obligor, Brightstar Device Protection, LLC accepts enrollment into the program at its sole discretion. The Subscriber must not be in breach of any material term of or have engaged in fraud with respect to this Agreement at any time to be eligible to receive the services provided by this Agreement.
- (a) By entering this Agreement, You, the Subscriber, understand and authorize Brightstar to access your account records with your Wireless Communications Service Provider to validate your enrollment and service request eligibility.
- (b) We may contact you regarding your coverage, enrollment, and/or service requests via Short Message Service (SMS) text messaging, email or such other means as Brightstar determines to be most practicable. You will assume any and all fees assessed by your wireless carrier for the SMS text messages. You may opt out of SMS messaging by sending your request via mail to Brightstar.

4. **EFFECTIVE PERIOD OF COVERAGE:** This Agreement shall become effective upon the Subscriber's payment of the Service Fee (the "Service Fee") due upon purchase date of this Agreement (the "Effective Date"), and continues on a monthly basis until cancelled in accordance with the terms and conditions of this Agreement.

YOUR PROTECTION FOR THE FAILURES UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE ENROLLED DEVICE AS NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM SELLER AND AT THE SAME TIME YOU PURCHASED THIS AGREEMENT, OR YOU PURCHASED THIS AGREEMENT WITHIN 15 DAYS FROM THE DATE YOU PURCHASED THE ENROLLED DEVICE FROM SELLER. OTHERWISE, PROTECTION WILL BEGIN THIRTY (30) DAYS AFTER THE AGREEMENT PURCHASE.

5. **COMMUNICATIONS AND CONSENTS:** It is the Subscriber's obligation to keep Brightstar informed of the Subscriber's mailing address, electronic mail address, telephone number or other messaging addresses. If the Subscriber does not update the contact information, the Subscriber agrees and consents to waiving any dispute that a notification sent to an address on record with Brightstar was not adequate.
6. **TERM AND RENEWAL:** This Agreement has a monthly term period. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". The Subscriber's failure to pay the Monthly Service Fee is considered termination of the Agreement by the Subscriber and the Agreement may not be renewed. No party is obligated to renew this Agreement. Prices, conditions and limitations of this Agreement may change upon renewal or prior Notice.
7. **CHANGE IN ENROLLED DEVICE:** This Agreement only provides protection for the Enrolled Device listed on Your receipt. If a change in the Enrolled Device being used on Your account occurs, you must apply for protection of the new product. Such product will be subject to the Agreement terms and conditions under the Agreement for that product at the time of request for a change in Enrolled Device, which may include a higher fee and/or Processing Fee and/or a wait period for protection. If you continue to pay the Monthly Service Fee after we have been notified of such change in Enrolled Device or a change in Enrolled Device results from a Service Request pursuant to this Agreement, You have agreed to all changes to protection, service fees, and Processing Fees. Changes to Enrolled Device are subject to approval by Brightstar. You will be notified within thirty (30) days of request if such change was denied.
8. **REPAIR OR REPLACEMENT OF PRODUCTS:** At Our sole discretion, we may replace or repair the Enrolled Device. If we elect to replace the Enrolled Device and the identical make and model is no longer available or unavailable in inventory, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. At Our option, a replacement product may be either new or refurbished and of a different brand, model, and/or color. Non-original manufacturer parts may be used in refurbished products or to repair the Enrolled Device. Any time Your Enrolled Device is replaced or repaired in accordance with this Agreement, at our sole discretion, we may provide cash

reimbursement, gift card or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original Enrolled Device. If you are eligible for a reimbursement, you may be required to provide proof of purchase for the replacement equipment. Your coverage does not expire while Your device is being repaired for a covered service.

- (a) **Replacement Equipment Warranty:** Refurbished equipment shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. In the event that repaired or refurbished replacement equipment malfunctions within its ninety (90) day warranty period and is returned, such equipment will not result in an additional Service Request per the Service Request limits outlined in this Agreement.
- (b) Equipment may not be shipped to a P.O. Box.
- (c) If the Enrolled Device is operated outside any state or territory of the United States, the District of Columbia, or Canada, the replacement device will only be shipped to the address on record.

9. **PAYMENT AND FEES:**

- (a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a Service Fee payable in accordance to these Payment Terms (“Payment Terms”).

Your Service Fee is based on the new, non-discounted, non-subsidized Device Retail Price of the Enrolled Device at the time You purchased this Agreement. Refer to the following table for Your Service Fee:

Tier	New, Non-Discounted, Non-Subsidized Device Retail Price at the time of purchase or lease	Extended Warranty Monthly Service Fee
1	\$0.00 - \$299.99	\$0.96
2	\$300.00 - \$599.99	\$1.96
3	\$600.00 - \$999.99	\$1.96
4	\$1,000.00 - \$1,500.00	\$1.96

- (b) **Monthly Service Fee:** Your monthly Service Fee for this Agreement will be shown on your monthly service bill from Wing Mobile. You agree to pay the amount shown on your bill to Wing Mobile, inclusive of the manufacturer’s warranty period, in accordance to the same terms and conditions set forth under Your Wing Mobile subscriber agreement.
- (c) **Processing Fee:** The Subscriber shall pay a non-refundable Processing Fee on a per occurrence basis prior to receiving any repair or replacement for the Enrolled Device. Your Processing Fee is based on the new non-discounted, non-subsidized Device Retail Price of the Enrolled Device at the time You purchased the Enrolled Device. Refer to the following table for Your Processing Fee:

Tier	New, Non-Discounted, Non-Subsidized Device Retail Price at the time of purchase or lease	Replacement Deductible	Repair Deductible
1	\$0.00 - \$299.99	\$49.00	\$24.50
2	\$300.00 - \$599.99	\$149.00	\$74.50
3	\$600.00 - \$999.99	\$199.00	\$99.50
4	\$1000.00 - \$1500.00	\$249.00	\$124.50

- (d) **Failure to Return Equipment/Non-return Charge:** If We provide You with a replacement product, the Enrolled Device approved for replacement must be returned to Us at Our shipping expense within fifteen (15) days of receipt. You must return the Enrolled Device as directed by Us, or pay the non-returned equipment charge applicable to the model of Enrolled Device that We replace. The non-return fee will be the lesser of **\$400** or the cost to Brightstar to replace the Enrolled Device less any Processing Fee received.
- (e) **Invalid Service Request:** If, within twenty (20) days after Brightstar receives the claimed Enrolled Device,

Brightstar determines, in its sole discretion, that the Subscriber's Service Request is not for a Failure under this Agreement, Brightstar may charge the Subscriber an amount not to exceed the manufacturer's suggested retail price of the replacement equipment less any Processing Fee received in the event that the Subscriber was provided with replacement equipment. In the event that Brightstar elects to repair the claimed Enrolled Device, and Brightstar determines, in its sole discretion, that the Subscriber's Service Request is not for a Failure, Brightstar may charge the Subscriber an amount equal to **\$50.00** and return the Enrolled Device to the Subscriber or otherwise make the Enrolled Device available for collection by the Subscriber.

- (f) **Find My iPhone Fee:** If your Enrolled Device is returned to Us with the "Find My iPhone" or similar locking feature enabled, We may charge you an additional fee in the amount up to **\$400.00**. To avoid this fee, disable the "Find My iPhone" or similar locking feature before returning Your Enrolled Device to Us.

10. LIMITATION OF LIABILITY AND EXCLUSIONS: BRIGHTSTAR'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE COST OF A TOTAL OF TWO (2) REPAIRS OR REPLACEMENTS WITHIN ANY TWELVE (12) MONTH PERIOD OF TIME AND IN NO EVENT SHALL THE COST OF SUCH REPAIR OR REPLACEMENT EQUIPMENT FOR THE ENROLLED DEVICE EXCEED THE MAXIMUM BENEFIT OF \$1,500.00 PER SERVICE REQUEST. IF YOU HAVE EXHAUSTED THE ALLOWABLE NUMBER OF SERVICE REQUESTS, THE SERVICE FEE IS FULLY EARNED, EXCEPT WHERE OTHERWISE NOTED.

This Agreement does not protect against the following:

- (a) Products owned by a Subscriber with a billing address or service address outside any state or territory of the United States, the District of Columbia, or Canada;
- (b) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement;
- (c) Products with altered or removed serial numbers;
- (d) Products used for rental purposes;
- (e) Any failure resulting from any cause other than normal use and operation of the Enrolled Device in accordance with the manufacturer's specifications and owner's manual, including, without limitation, damages or injury caused in whole or in part by acts of God, theft, loss, neglect, abuse, intentional misuse, negligence, mishandling, misuse, vandalism, insects, vermin, wild animals, power failure, power surge, power reduction, software viruses or exposure to weather conditions, including exposure to extreme changes in temperature or humidity;
- (f) Damage that is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair Your use of the Enrolled Device;
- (g) Preventative maintenance;
- (h) Batteries, chargers and car kits;
- (i) Data lost, corrupted, damaged or otherwise unusable;
- (j) Service Request due to diminished battery life;
- (k) Accessories that are non-essential to the functioning of the product;
- (l) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;
- (m) Any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the Enrolled Device by any person other than Brightstar or the Authorized Service Location;
- (n) Claimed obsolescence of the Enrolled Device including technological obsolescence; or
- (o) The Subscriber's failure to use reasonable means to protect the Enrolled Device from further damage after a failure occurs.
- (p) Products that are not purchased from Seller or its authorized dealers.

UNDER NO CIRCUMSTANCES SHALL BRIGHTSTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE ENROLLED DEVICE, DELAYS IN REPLACEMENT OR REPAIR OF THE ENROLLED DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SUBSCRIBER IF THE SUBSCRIBER LIVES IN SUCH STATE.

11. NO TRANSFER; NO THIRD-PARTY BENEFICIARIES: This Agreement and any rights and remedies of the Wing Mobile - Service Contract (Eff. 10/2018)

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

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

- (a) The Subscriber may cancel this Agreement at any time for any reason by calling Brightstar at (855) 927-6691 or delivering advance written notice of cancellation to Brightstar Cancellation Department, P.O. Box 03, Alpharetta, GA 30009. Your right to void this Agreement during the first thirty (30) days following receipt is not transferable and applies only to the original Agreement purchaser. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations.
- (b) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has not made a Service Request under this Agreement, the Agreement is considered void and Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement.
- (c) Unless otherwise specified under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a Service Request under this Agreement, Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement less the value of any repairs and/or replacement equipment provided for such Service Request by Brightstar to the Subscriber.
- (d) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the value of any repairs and/or replacement equipment previously provided by Brightstar to the Subscriber under this Agreement.
- (e) Unless otherwise required under applicable law, Our obligations under this Agreement will be fulfilled in their entirety if we have fulfilled two (2) Service Requests in any rolling twelve (12) month period.
- (f) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington and Wyoming at the time of cancellation of this Agreement, if Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.

13. **DISPUTE RESOLUTION AND ARBITRATION:** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW IN RELATION TO A VALID OPT-OUT NOTICE, ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES OF ANY NATURE IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT OR OUR SERVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This agreement to arbitration extends to the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision. The validity, scope, or enforceability of this arbitration provision or the entire Agreement shall also be resolved by final and binding arbitration before a single arbitrator. This includes any claims against other parties relating to services or products provided or billed to you whenever you also assert claims against us in the same proceeding. We each also agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES) ON AN INDIVIDUAL BASIS.**

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE OF THIS AGREEMENT (the “Opt Out Deadline”)**. You may opt out of these arbitration procedures by sending a letter to Brightstar Device Protection, LLC, P.O. Box 03, Alpharetta, GA 30009 Attn: Legal Department. **ANY OPT-OUT RECEIVED AFTER THE OPT OUT DEADLINE WILL NOT BE VALID, AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION OR SMALL CLAIMS COURT.**

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

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

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

JURY TRIAL WAIVER. IF A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

14. **OBLIGOR:** In all states except California, Connecticut, Florida, Georgia, Oklahoma, Utah, Washington and Wisconsin, the obligations of Brightstar under this Agreement are backed by the full faith and credit of the Brightstar’s parent company, Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 1-305-421-6000).

In California, Connecticut, Florida, Georgia, Oklahoma, Utah, Washington and Wisconsin, the obligations of Brightstar under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to Brightstar. If Brightstar does not perform its obligations hereunder within sixty (60) days after the Subscriber files a service request with Brightstar, the Subscriber is entitled to file a service request directly with the insurer indicated for the customer’s state at the below address.

IN CONNECTICUT, FLORIDA, OKLAHOMA AND UTAH, THE OBLIGOR’S OBLIGATIONS UNDER THIS AGREEMENT ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, LICENSE NO. 03698.

IN GEORGIA, THE OBLIGOR’S OBLIGATIONS ARE INSURED BY INSURANCE COMPANY OF THE SOUTH,

10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

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

IN WASHINGTON, THE OBLIGOR'S OBLIGATIONS ARE INSURED BY 4 Warranty 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738.

IN WISCONSIN, THE OBLIGOR'S OBLIGATIONS ARE INSURED BY ATLANTIC SPECIALTY INSURANCE COMPANY, 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441.(800) 368-2095.

15. **SELLER:** The Seller of this Agreement is Wing Mobile. Wing is not the administrator, Obligor, or provider of this Plan.
16. **NOTICES:** Any notices required to be given under this Agreement shall be in writing and either delivered by mail, email, website posting or another functionally equivalent electronic means of transmission. By providing Us with Your email address you expressly consent to receive notices electronically either to the email address We have on file or via website posting. Further, You expressly agree that any electronic communication delivered to You will be deemed to have been given or made and received on the day that it was delivered to You, regardless of if You actually view the electronic communication.
17. **STATE SPECIFIC VARIATIONS:** The state specific variations, provided on the State Specific Exhibit attached to this Agreement, control if inconsistent with any other terms or conditions of this Agreement. Please refer to this exhibit for terms that apply in Your state.
17. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.
18. **GOVERNING LAW:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).
19. **AMENDMENT; WAIVER:** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this Agreement and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties of a breach or of a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

STATE SPECIFIC VARIATIONS EXHIBIT

- (a) **Alabama Customers:** If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee or a material misrepresentation by the Subscriber relating to the Enrolled Device or its use. If You cancel this Agreement, We may retain an administrative fee of up to twenty-five dollars (\$25.00).
- (b) **Arizona Customers:** We will not cancel or void this Agreement due to preexisting conditions, prior use or unlawful acts relating to the Enrolled Device or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Agreement is terminated prior to its expiration, no deductions for service requests fulfilled will be made to Your refund. Section "DISPUTE RESOLUTION AND ARBITRATION" is amended to include the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20- 1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: The Subscriber may cancel this Agreement at any time for any reason by calling Seller or delivering advance written notice of cancellation to Brightstar Cancellation Department, P.O. Box 03, Alpharetta, GA 30009. Your right to void this Agreement during the first thirty (30) days following receipt is not transferable and applies only to the original Agreement purchaser. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations. Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement, Subscriber shall receive a pro rata refund, after deducting for administrative expenses associated with the cancellation. No claim incurred or paid shall be deducted from the amount to be returned.
- (c) **California Customers:** Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement within thirty (30) days of receipt of Agreement, Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber for this Agreement less the value of any replacement or repair services received. If the Subscriber cancels this Agreement after thirty (30) days of receipt of Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the coverage term, prorated on a daily basis, less the sum of (i) the value of any replacement or repair services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fee paid by the Subscriber under this Agreement or twenty-five dollars (\$25.00), whichever is less. Section "DISPUTE RESOLUTION AND ARBITRATION" does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair ("BEAR"). To learn more about this process, the Subscriber may (i) contact BEAR at 1-800-952-5210, (ii) write to the California Department of Consumer Affairs, 4244 S. Market Court, Suite D, Sacramento, California 95834, or (iii) visit BEAR's website at www.bear.ca.gov.
- (d) **Colorado Customers:** If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of the cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach by the Subscriber relating to the Enrolled Device or its use. We may charge

an administration fee, not to exceed ten percent (10%) of the gross Service Fee paid by the Subscriber. If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within forty-five (45) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.

- (e) Connecticut Customers: In the event of a dispute with Brightstar under this Agreement, the Subscriber may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142- 0816, Attention: Consumer Affairs. Such written complaint must contain a description of the dispute, the price of the Enrolled Device and cost of repair, and a copy of this Agreement. If the Subscriber returns the Enrolled Device, the Subscriber may cancel this Agreement pursuant to Section “CANCELLATION/TERMINATION AND REFUNDS”. If you select monthly coverage, Your coverage does not expire while Your device is being repaired for a covered service.
- (f) Florida Customers: Section “CANCELLATION/ TERMINATION AND REFUNDS” is removed and replaced with the following: If the Subscriber cancels this Agreement, Brightstar shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee, prorated on a daily basis, less the value of any replacement equipment provided by Brightstar to the Subscriber. If Brightstar cancels this Agreement, Brightstar shall remit to the Subscriber one hundred percent (100%) of the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis. Section “DISPUTE RESOLUTION AND ARBITRATION” shall not apply.
- (g) Georgia Customers: Your initial wait period for coverage will not exceed thirty (30) days. You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 13 of this Agreement. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this agreement is terminated prior to its expiration, We will not deduct service requests paid from any refund owed. We may only terminate this Agreement before the end of the agreement term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Section 9(b) is removed and replaced by the following: Any and all pre-existing conditions with respect to the Wireless Device known by the Subscriber that occur before the effective date of this Agreement.
- (h) Illinois Customers: The subscriber may cancel his Agreement pursuant to Section “CANCELLATION/TERMINATION AND REFUNDS”. The service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the contract price or \$50.00. The Obligor is the party responsible for honoring cancellation requests. The selling dealer may handle a customer’s request for cancellation on behalf of the Obligor.
- (i) Massachusetts Customers: If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Enrolled Device or its use. If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within 45 days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.
- (j) Minnesota Customers: If We cancel this Agreement, We will mail the Subscriber a written notice at least fifteen (15) days prior to the effective date of cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Enrolled Device or its use.
- (k) Missouri Customers: If this Agreement is terminated prior to its expiration, no deductions for service requests

fulfilled will be made to Your refund.

- (l) Nevada Customers: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. All references to “Georgia” in this Agreement, with regard to the governance, construction, and enforcement of this Agreement, are hereby replaced with “Nevada”. Section 2 “Coverage” (f) is removed in its entirety for Nevada customers. Section 8 “PAYMENT AND FEES” refers to a “non-refundable Enrollment Fee”, any reference to a “non- refundable Enrollment Fee” is removed. For Nevada customers, if you paid an Enrollment Fee or Activation Fee, or another fee of a similar nature, pursuant to this Agreement, then such a fee is hereby considered a part of the Service Fee and is deemed to be refundable in the same manner as the Service Fee, pursuant to the provisions of this Agreement that pertain to the Service Fee. If this Agreement has been in effect for at least seventy (70) days, Brightstar may not cancel this Agreement unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) Brightstar discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a service request for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement or (iv) a material change in the nature or extent of the required service occurs after the effective date of this Agreement which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Agreement was sold to the Subscriber. If this Agreement is terminated prior to its expiration, either by Subscriber or by Brightstar, no deductions for service requests fulfilled will be made to Your refund. If Brightstar cancels this Agreement, Brightstar will provide at least fifteen (15) days written notice to the Subscriber. Section 12 “DISPUTE RESOLUTION AND ARBITRATION” is not mandatory for Nevada customers.
- (m) New Hampshire Customers: If the Subscriber does not receive satisfaction under this Agreement, the Subscriber may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-735-2964. The Arbitration provision of this Agreement is subject to RSA 542.
- (n) New Jersey Customers: If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of the cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation or omission by the Subscriber, or a substantial breach of contractual obligations by the Subscriber concerning the Enrolled Device or its use. If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within forty-five (45) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.
- (o) New York Customers: If We cancel this Agreement, We will mail the Subscriber a written notice at least fifteen (15) days prior to the effective date of cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Enrolled Device or its use.
- (p) North Carolina Customers: Brightstar may not cancel this Agreement unless the Subscriber violates a term or condition of this Agreement or fails to pay the Service Fee when due.
- (q) Oklahoma Customers: This Agreement is not issued by the manufacturer of or a wholesale company marketing the Enrolled Device. This Agreement shall not be honored by such manufacturer or wholesale company. If the Subscriber cancels this Agreement, Brightstar shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the actual cost of any products or services provided. If Brightstar cancels this Agreement, Brightstar shall remit to the Subscriber one hundred percent (100%) of the unearned pro rata Service Fees paid by the Subscriber under this Agreement less the actual cost of any products or services provided. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. The license number for Brightstar Device Protection, LLC, the Obligor of this Agreement, is 864111.

- (r) Texas Customers: If the Subscriber has any consumer complaints regarding this Agreement, the Subscriber may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202. If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Enrolled Device or its use.
- (s) Utah Customers: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. To obtain reimbursement for an emergency repair, please contact Brightstar at (866) 277 – 6325. Protection afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. If the Subscriber demonstrates that it was not reasonably possible to notify Brightstar within thirty (30) days the Enrolled Device first failed, the service request is still valid so long as the Subscriber notifies Brightstar as soon as reasonably possible. Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: Brightstar shall not cancel this Agreement except for: (i) fraud, material misrepresentation, or substantial breach of contractual duties, conditions, or warranties by the Subscriber, (ii) a substantial change in risk assumed, or (iii) the Subscriber's failure to pay the Service Fee. Cancellation of this Agreement shall be in writing to the Subscriber ten (10) days before the cancellation effective date for nonpayment of the Service Fee and thirty (30) days for other reasons. Any matter in dispute between the Subscriber and Brightstar shall be subject to Section "DISPUTE RESOLUTION AND ARBITRATION" as an alternative to court action. Any decision reached by arbitration shall be binding upon both the Subscriber and Brightstar. The arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Section "GOVERNING LAW" is removed and replaced with the following: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction). The service contract holder is the purchaser of this Agreement. The Seller of this Agreement Wing Mobile, 55 Broadway, Suite 402, New York, NY 10006.
- (t) Washington Customers: All references to Obligor throughout this Agreement are replaced with Service Provider. Any limit to the number of service requests allowed as identified in Section "Limitation of Liability and Exclusions" does not apply to Washington customers. If We cancel this Agreement, We will mail You written notice of the cancellation including reason for and effective date at least twenty-one (21) days prior to the effective date of such cancellation. The following is added to Section "DISPUTE RESOLUTION AND ARBITRATION": Nothing in Section "DISPUTE RESOLUTION AND ARBITRATION" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement. EMERGENCY SERVICE, if after You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement. IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL AT (800) 888-2738.
- (u) Wisconsin Customers: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF COMMISSIONER OF INSURANCE. Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: Brightstar shall not cancel this Agreement except for: (i) nonpayment of the provider fee, (ii) material misrepresentation by the contract holder to the provider or administrator, or (iii) the substantial breach of duties by the service contract holder relating to the Enrolled Device or its use. Cancellation of this Agreement shall be in writing to the Subscriber five days (5) days before the cancellation effective date. The notice of cancellation shall include the effective date and reason for cancellation. If this service

contract is cancelled by the provider for a reason other than nonpayment of the provider fees, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any service requests paid. The Subscriber may, within twenty (20) days of the delivery of this Agreement, reject and return this Agreement to Brightstar for a full refund of the Service Fee paid by the Subscriber under this Agreement, less any service requests paid. After the first twenty (20) days, the Subscriber may cancel this Agreement and shall receive a refund of 100 percent of the unearned pro rata Service Fee, less any service requests paid. If Brightstar does not pay or credit a refund within forty-five (45) days after the return of the service contract to Brightstar, then Brightstar shall pay a 10 percent per month penalty of the refund amount outstanding which Brightstar shall add to amount of the refund. Brightstar may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee. Section "DISPUTE RESOLUTION AND ARBITRATION" shall not apply.

Wisconsin Amendment

The Wisconsin Special State Disclosures in the Contract/Agreement to which this Amendment is attached is revised as follows:

Wisconsin:

The obligations under the Contract/Agreement are insured by **Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 888-2738**, under a Reimbursement Insurance Policy.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS CONTRACT/AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.