

**PHONE PROTECTION PLAN WITH APPLE CARE SERVICES**  
**SERVICE AGREEMENT**

Please read this Agreement carefully, as it describes the protection You will receive in return for Your payment of the purchase price of this Agreement and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You must maintain the Covered Device as recommended by the manufacturer's owner's manual and product warranty. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Agreement.

The terms "You", "Your", "Customer" and "Subscriber" refer to the purchaser of this Agreement. The terms "We," "Us," "Our", "Provider", "Administrator", "Obligor" and "Brightstar" refer to the provider of this Agreement. Brightstar Device Protection, LLC is the provider and You may contact Brightstar Device Protection, LLC by mail at 2325 Lakeview Parkway, Suite 700 Alpharetta, GA 30009 or by phone at (855) 687-5850.

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

1. **DEFINITIONS.**

**"Accidental Damage due to Handling"** or **"ADH"** - any direct and accidental damage including damage, accidental destruction that is externally visible and which prevents the correct operation of the Covered Device, Screen Damage, that occurs in the normal use of handling.

**"Agreement"** - this Phone Protection Plan with AppleCare Services Service Agreement.

**"Apple Damage Fulfillment"** - up to two (2) repairs or replacements by Apple for Accidental Damage in a rolling twelve (12) month period.

**"Apple In-Warranty Fulfillment"** - In-Warranty Failure fulfillment by Apple during the term of Your enrollment in the Plan.

**"AppleCare Services"** - (i) Technical Support, (ii) Apple In-Warranty Fulfillment, and (iii) Apple Damage Fulfillment.

**"AppleCare Eligibility Services Period"** - the term of Your enrollment in the Plan, as measured from the Effective Date, during which You are eligible to receive AppleCare Services.

**"Authorized Service Center"** - the location or locations that serve as a repair or replacement service center for the Plan and supply replacements for Covered Device(s).

**"Claim"** - the request for service that You file with Us when Your Covered Device suffers a Failure.

**"Computer Virus"** - any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of the Covered Device.

**"Covered Device"** - the eligible wireless device owned by You, exclusive of any accessory(ies), owned by You or Replacement Equipment provided by Us with the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), Mobile Equipment ID (MEID), or Serial Number) that is on record with Us when the wireless device first fails to operate properly. To be considered Covered Device, the wireless device must have logged outgoing access with Your Wireless Service Provider after the request for coverage for the Covered Device and within three (3) days prior to reporting the Covered Device failure.

**"Processing Fee"** - the amount that You pay toward Your Claim as specified in this Agreement.

**"Effective Date"** - the date You purchased this Agreement.

**"Failure"** - Accidental Damage from Handling or In-Warranty.

**"In-Warranty"** - the operational or structural malfunction of the Protected Equipment's ability to operate due to defects in parts or workmanship during the term of Your enrollment in the Plan.

**"Monthly Service Fee"** - the fee that You pay each month protection pursuant to the Plan.

**"Plan"** - refers to the specific Agreement.

**"Program Guide"** - refers to the documents You received from the Seller summarizing the coverages provided, enrollment limitations, program requirements, equipment, fees, processing fees, service fees or other charges or material terms. For any conflict between a Program Guide and this Agreement, this Agreement controls.

**"Pollutants"** - any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**"Replacement Equipment"** - a wireless device of the same make, storage and model (but not necessarily color), or if the same make, storage and model is not available, the replacement equipment will be a different model of similar feature, functionality and fair market price to the Covered Device at the time of the Claim (but may not be the same brand or model), with the same operating system and will not be a model that is older than the Covered Device, which We provide to You in the event of a Failure of the Covered Device. Replacement Equipment becomes the Covered Device once it has been delivered to You.

**"Seller"** - the party from whom You purchased the Plan specified in the Program Guide or as listed on Your receipt.

**"Retail Price"** - that suggested non-discounted, non-subsidized retail price of the Covered Device at the Effective Date of this Agreement.

**"Technical Support"** - unlimited web and technical support provided by Apple, Inc. or one or more of its affiliates ("**Apple**") during the AppleCare Services Eligibility Period.

**“Terrorism”** - an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“Wireless Service Provider”** or **“Red Pocket”** - Red Pocket, Inc.

2. **SERVICE AGREEMENT:** This Plan complements and/or may overlap with the manufacturer’s warranty or may also overlap or duplicate other coverages You have (by example, coverage for a wireless device under Your home owner’s insurance). The Plan provides coverage for certain failures that an applicable manufacturer’s warranty may not provide. Please refer to the manufacturer’s warranty to understand what protection is offered and the duration of the manufacturer’s warranty. Confirmation of enrollment (either by email or text message) and applicable written communications from Us to You collectively comprise the Phone Protection Plan with AppleCare Services. The Agreement governs the Device Protection Plan You purchased for Accidental Damage due to Handling and In-Warranty Failure, so You should keep this Agreement and all of the other documents that comprise the Agreement for Your reference.
3. **COVERAGE:** In exchange for the Monthly Service Fee paid in accordance to the Payment Terms, We agree to repair or replace the Covered Device listed on Your receipt if, under normal conditions and use, the Covered Device fails to operate properly due to In-Warranty or Accidental Damage due to Handling (the “Covered Failures”). All Covered Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:
  - (a) Visit [brightstarprotect.com/redpocket](http://brightstarprotect.com/redpocket) or call 855-975-9533 to file a Claim.
  - (b) During the AppleCare Services Eligibility Period, if Your Covered Device experiences an In-Warranty Failure, or Accidental Damage from Handling, You may also file a Claim via [getsupport.apple.com](http://getsupport.apple.com) or by calling 1-800-APL-CARE. You may file up to two (2) Claims pursuant to AppleCare Services for Accidental Damage due to Handling in a rolling twelve (12) month period, and unlimited Claims for In-Warranty Failures at any time during the AppleCare Services Eligibility Period. Each Accidental Damage Claim You file will be fulfilled pursuant to Apple Damage Fulfillment.
  - (c) You must file the Claim within sixty (60) days of the date Your Covered Device first fails to operate properly or is damaged and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Covered Device information, including the make, model, IMEI/ESN/MEID or Serial Number, description of the covered cause, and if requested by Brightstar, proof of ownership of the Covered Device and any other reasonably requested documentation and verification.
  - (d) You must provide all required information pertaining to the Covered Device and Failure within sixty (60) days of initially reporting the Claim, and if approved, take possession of the Replacement Equipment or have Your Covered Device repaired within sixty (60) days of the approval.
  - (e) Upon Our request, You must take the Covered Device to an Authorized Service Center for inspection and/or repair.
  - (f) If Replacement Equipment is to be provided, return the claimed Covered Device as directed upon receipt of the Replacement Equipment.
  - (g) Be a valid, active, and current wireless subscriber of Seller.
  - (h) Not have any outstanding debts or fees owed to Us.
  - (i) Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement. If the Covered Device is part of a recall or similar effort, this Agreement does not apply.
  - (j) For Technical Support during the AppleCare Service Eligibility Period, visit [getsupport.apple.com](http://getsupport.apple.com) or by calling 1-800-APL-CARE.
4. **ELIGIBILITY:** Only Covered Device(s) purchased from Seller or provided to You as Replacement Equipment as a result of a Claim against this Agreement, or the original equipment manufacturer’s warranty are eligible for coverage. You must be able to provide a valid proof of ownership at the time of purchase and/or Claim. As the provider, Brightstar accepts enrollment into the Plan at its sole discretion. You must not be in breach of any material term of or have engaged in fraud with respect to this Agreement at any time.
  - (a) By entering this Agreement, You understand and authorize Brightstar to access Your account records with the Seller to validate Your enrollment and Claim eligibility.
  - (b) We may contact You regarding Your coverage, enrollment, and/or Claim via Short Message Service (SMS) text messaging, email or such other means as Brightstar determines to be most practicable. You will assume any and all fees assessed by Your wireless carrier for the SMS text messages. You may opt out of SMS messaging by updating Your account on [brightstarprotect.com/redpocket](http://brightstarprotect.com/redpocket) or sending Your request via mail to Brightstar.
5. **EFFECTIVE PERIOD OF COVERAGE:** This Agreement shall become effective upon Your payment of the Monthly Service Fee due upon the purchase date of this Agreement.

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

6. **COMMUNICATIONS AND CONSENTS:** As the provider, Brightstar, accepts subscriptions at its sole discretion. You must not be in breach of any material term of or engage in fraud with respect to this Agreement at any time. It is Your obligation to keep Red Pocket or Brightstar informed of Your mailing address, electronic mail address, telephone number or other messaging addresses. If You do not update the contact information, You agree and consent to waiving any dispute that a notification sent to an address on record with Red Pocket or Brightstar was not adequate. This consent also allowed Brightstar to contact You for marketing or other business-related purposes.
- (a) You understand and authorize Brightstar to access your account records with Red Pocket to validate Your enrollment and Claim eligibility.
  - (b) We may contact You regarding Your coverage, enrollment, and/or claims via electronic mail, Multimedia Messaging Services (MMS), Short Message Service (SMS) text messaging or a voice call. You will assume all fees assessed by Red Pocket for the SMS text messages. You may opt out of SMS messaging by updating your account on [brightstarprotect.com/redpocket](http://brightstarprotect.com/redpocket) or sending your request via mail to Brightstar.
  - (c) If You use a mobile application, We may contact You through the mobile application via both notifications posted on the mobile application or via messages issued through the mobile application.
  - (d) You agree that You may be contacted regarding renewals and upgrade plans.
  - (e) If the payment card for the Plan expires or cancels, You agree that the payment card replacing the expired or canceled card may be charged the applicable Monthly Service Fee. By accepting coverage in this Plan, You authorize the financial institution issuing the payment card to (i) release required subscriber information for the purpose of validating claims and (ii) charge your credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by your financial institution in accordance with applicable law and to release your contact information. You expressly authorize and agree for Brightstar Device Protection, LLC to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable. For clarity, expiration or cancellation of the credit card used to pay the Fees does not cancel Your subscription to the Plan.
7. **TERM AND RENEWAL:** The term period (“Term Period”) is monthly. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Agreement pursuant to Section “CANCELLATION/TERMINATION AND REFUNDS”. Your failure to pay the Monthly Service Fee in advance or ceasing to be an active subscriber of Red Pocket, regardless of cessation reason, is considered termination of the Agreement by You and the Agreement may not be renewed. No party is obligated to renew this Agreement. Prices, conditions and limitations of this Agreement may change upon renewal. By purchasing this Agreement, You agree that You may be contacted regarding renewals and upgrade plans.
8. **CHANGE IN COVERED DEVICE:** This Agreement only provides coverage for the Covered Device listed on Your receipt. If a change in the Covered Device being used on Your account occurs, You must apply for coverage of the new device. The new device will be subject to this Agreement at the time of request for a change in Covered Device to the new device, which may include a higher fee and/or processing fee and/or a wait period for coverage. If You continue to pay the Monthly Service Fee after We have been notified of such change in Your Covered Device or a change in Your Covered Device results from a Claim against this Agreement or the Phone Protection Plan with AppleCare Services, You have agreed to all changes to coverage, service fees and processing fees. Changes to Covered Device are subject to approval by Brightstar; You will be notified within thirty (30) days of request if such change was denied.
9. **REPAIR OR REPLACEMENT OF PRODUCTS:** At Our sole discretion, We may replace or repair the Covered Device. During the AppleCare Services Eligibility Period, any Replacement Equipment provided to You will be either a new Apple device or a certified pre-owned Apple device. If We elect to replace the Covered Device and the identical make and model is no longer available or unavailable in inventory, We will replace it with a product of comparable functionality. In all cases, We will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. Non-original manufacturer parts may be used in refurbished products or to repair the Covered Device. Any time Your Covered Device is to be replaced or repaired in accordance with this Agreement, at our sole discretion, We may provide cash reimbursement, gift card or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original Covered Device or the cost of a replacement product of like kind and quality, less any Processing Fee. If You are eligible for a reimbursement, You will be required to provide proof of purchase for the replacement equipment. If You select monthly coverage, Your coverage does not expire while Your device is being repaired for a covered service.

- (a) Equipment Warranty: Replacement Equipment shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. If repaired or Replacement Equipment malfunctions within its ninety (90) day warranty period and is returned, such equipment will not result in an additional Claim per the Claim limits outlined in this Agreement.
- (b) Replacement Equipment or a repaired Covered Device may not be shipped to a P.O. Box.
- (c) If the Covered Device is operated outside any state or territory of the United States, the Replacement Equipment will only be shipped to the address on record.
- (d) You are solely responsible for backing up the Covered Device prior to submitting the Covered Device for repair. Brightstar has no responsibility for lost or damaged applications, data or program lost or damaged during the repair of the Covered Device. You should remove any records on the Covered Device that contain personal or sensitive information (by example, credit card information, pictures or personally identifiable information).

**10. PAYMENT AND FEES:**

- (a) Payment: For each Term Period You desire coverage under this Agreement, You shall remit to Us a Monthly Service Fee payable in accordance to these Payment Terms (“Payment Terms”). Your Monthly Service Fee is based on the Retail Price of the Covered Device at the time You purchased this Agreement. Refer to the following table for Your Monthly Service Fee.

Tier	Device Retail Price at the Time of Enrollment	Monthly Service Fee for Agreement
1	\$0.00 - \$298.99	N/A
2	\$299.00 - \$598.99	\$8.95
3	\$599.00 - \$1000.00	\$9.95
4	\$1000.01 - \$1600.00	\$9.95

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

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

The following Processing Fees apply during the AppleCare Services Eligibility Period:

iPhones				
Tier	Device Retail Price at time of Effective Date	Apple Damage Fulfillments – Screen Damage Only	Apple Damage Fulfillments - Other	Apple In-Warranty Fulfillments
1	\$0.00 - \$298.99	N/A	N/A	N/A
2	\$299.00 - \$598.99	\$29.00	\$99.00	\$0.00
3	\$599.00 - \$1000.00	\$29.00	\$99.00	\$0.00
4	\$1000.01-\$1600.00	\$29.00	\$99.00	\$0.00

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

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

- (d) Invalid Claim: If, within the latter of twenty (20) days after You receive the Replacement Equipment or Brightstar receives the claimed Covered Device, Brightstar determines, in its sole discretion, that Your Claim for Replacement Equipment is not for a Covered Failure under this Agreement, the Subscriber’s Account shall automatically be charged an amount not to exceed the manufacturer’s suggested retail price of the replacement equipment less any Processing Fee/ Service Fee Damage Fulfillment Fee received.

- (e) Claim Conversion Fee. In the event We determine that Your Claim for a Covered Failure was improperly filed requiring fulfillment for an alternative Covered Failure, fulfillment of Your Claim will be subject to a Claim Conversion Fee as set out in the Table below (the “Claim Conversion Fee”):

AppleCare Services Plans – iPhones Claim Conversion Fees				
Tier	Device Retail Price at time of Enrollment	CCF		
		Screen Damage Only to Apple Damage Fulfillment - Other	Apple In-Warranty to Screen Damage Repair	Apple In-Warranty to Apple Damage Fulfillment - Other
1	\$0.00 - \$298.99	N/A	N/A	N/A
2	\$299.00 - \$598.99	\$70.00	\$29.00	\$99.00
3	\$599.00 - \$1000.00	\$70.00	\$29.00	\$99.00
4	\$1000.01 - \$1600.00	\$70.00	\$29.00	\$99.00

If You elect not to pay the Claim Conversion Fee, the Covered Device will be returned to You by mail if You originally mailed in Your Covered Device or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect Your Covered Device within thirty (30) days from the date You are first notified that the Covered Device is available for collection, after that time We will return the Covered Device to You by mail.

- (f) No Trouble Found Fee. If We determine, in Our sole discretion, that upon receipt of the Covered Device that there is no Failure present on or with the Covered Device, We may charge You an additional No Trouble Found Fee equal to \$100.00 (the “No Trouble Found Fee”).

**11. LIMITATION OF LIABILITY AND EXCLUSIONS: BRIGHTSTAR’S LIABILITY HEREUNDER SHALL BE LIMITED TO THE COST OF TWO (2) REPAIRS AND REPLACEMENT WITHIN ANY TWELVE (12) MONTH PERIOD OF TIME. IN NO EVENT SHALL THE COST OF SUCH REPLACEMENT EQUIPMENT FOR THE COVERED DEVICE/ENROLLED DEVICE/PROTECTED DEVICE EXCEED \$1,600.00 PER CLAIM OCCURRENCE. THIS LIMITATION DOES NOT APPLY TO IN-WARRANTY CLAIMS UNDER APPLE CARE SERVICES.**

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

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

- p) **Products that are not purchased from Seller or its authorized dealers.**
- q) **Devices with a retail price less than \$299.00.**

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

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

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

- (a) You may cancel this Agreement at any time for any reason by calling Seller at 855-975-9533. Your right to void this Agreement during the first thirty (30) days following receipt is not transferable and applies only to the original Agreement purchaser. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations.
- (b) Unless otherwise required under applicable law, if You or Brightstar cancels this Agreement within thirty (30) days after You purchase this Agreement and You have not made a Claim under this Agreement, the Agreement is considered void and Brightstar shall remit to You a full refund of the Monthly Service Fee paid by You under this Agreement.
- (c) Unless otherwise specified under applicable law, if You or Brightstar cancels this Agreement within thirty (30) days after You purchase this Agreement and You have made a Claim under this Agreement, Brightstar shall remit to You a full refund of the Monthly Service Fee paid by the Subscriber under this Agreement less the value of any replacement equipment provided for such Claim by Brightstar to the Subscriber.
- (d) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the value of any replacement equipment previously provided by Brightstar to the Subscriber under this Agreement.
- (e) Unless otherwise required under applicable law, Our obligations under this Agreement will be fulfilled in their entirety if we have fulfilled two (2) Claims in any rolling twelve (12) month period, as applicable by repairing or replacing the Covered Device/Enrolled Device/Protected Device or by providing reimbursement.
- (f) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, Washington and Wyoming at the time of cancellation of this Agreement, if Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.

14. **Dispute Resolution and Arbitration:** WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES OF ANY NATURE IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OUR PRIVACY POLICY, OR OUR SERVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This agreement to arbitration extends to the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision. The validity, scope, or enforceability of this arbitration provision or the entire Agreement shall also be resolved by final and binding arbitration before a single arbitrator. This includes any claims against other parties relating to services or products provided or billed to you whenever you also assert claims against us in the same proceeding. We each also agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. THERE IS NO JUDGE OR

JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES) ON AN INDIVIDUAL BASIS.

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

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

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

15. CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.
16. JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.
17. NOT A CONTRACT OF INSURANCE: This Agreement is not an insurance policy or a contract of insurance. In all states except AZ, AR CA, CT, DE, FL, GA, MO, OK, UT, WA, WI, and WY, the obligations of Brightstar under this Agreement are backed by Brightstar Device Protection, LLC. In those specific states, the obligations of Brightstar under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to Brightstar. If Brightstar does not perform its obligations hereunder within sixty (60) days after the Subscriber files a Claim with Brightstar, the Subscriber is entitled to file a Claim directly with the insurer indicated for the customer's state at the below address.

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

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

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

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

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 AGREEMENT, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER ARE THE ABOVE ADDRESS FOR CONSIDERATION.

18. **SELLER**: The Seller of this Agreement is not the Administrator, Obligor nor Provider of this Agreement.

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

20. **STATE SPECIFIC VARIATIONS**: The state specific variations, provided 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.

18. **ENTIRE AGREEMENT**: This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein. This Agreement includes a "State Specific Variations" Exhibit that specifies any changes to these terms specific to state law that may be applicable. All capitalized terms have the meaning provided as defined in Section 1 or within the section the capitalized term is defined or used.

19. **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).

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

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

22. **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**: You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the Covered Device. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Covered Device. You further agree and acknowledge that We, and the Administrator under this Agreement, are not the supplier of the Covered Device(s). Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".



## 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 Covered Device/Enrolled Device/Protected Device or its use. If You cancel this Agreement, We may retain an administrative fee of up to twenty-five dollars (\$25).

(b) Arizona Customers: We will not cancel or void this Agreement due to pre-existing conditions, prior use or unlawful acts relating to the Covered Device/Enrolled Device/Protected 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 Claims 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 100 N. 15<sup>th</sup> Ave., Suite 261, Phoenix, AZ 85007, 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 at (855) 309-8345 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. Any administrative fee for cancellation will be no more than 10%

of the gross amount paid by the Subscriber for the Agreement. No claim incurred or paid shall be deducted from the amount to be returned. **Section 11 (b) "LIMITATION OF LIABILITY AND EXCLUSION" is amended as follows: (b) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement, provided such conditions were not known or could not reasonably have been known by the service company or the person selling the Agreement on the service company's behalf.**

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

(d) 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](http://www.bear.ca.gov).

(e) 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 Covered Device/Enrolled

Device/Protected 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.

(f) 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 Covered Device/Enrolled Device/Protected Device and cost of repair, and a copy of this Agreement. If the Subscriber returns the Covered Device/Enrolled Device/Protected 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.

(g) District of Columbia: Section "NOT A CONTRACT OF INSURANCE" includes the following: "Obligations of the provider under this Agreement are backed by the full faith and credit of the provider."

(h) Florida Customers: The Obligor of this Agreement is Lyndon Southern Insurance Company, FL. License No. FL-03698. 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" is amended to add the following: Arbitration proceedings shall be conducted in the country in which the consumer resides. **The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

(i) 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 12 of this Agreement. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this

agreement is terminated prior to its expiration, We will not deduct Claims paid from any refund owed. We may only terminate this Agreement before the end of the agreement term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Section 9(b) is removed and replaced by the following: Any and all pre-existing conditions with respect to the Wireless Device known by the Subscriber that occur before the effective date of this Agreement.

(j) Hawaii 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. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Device/Enrolled Device/Protected Device or its use.

(k) Illinois Customers: The subscriber may cancel his Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". The provider may retain a cancellation fee not to exceed the lesser of 10% of the Agreement 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.

(l) Maine 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. If Brightstar cancels a Agreement for a reason other than nonpayment of the provider fee, Brightstar shall refund to the Agreement Holder one-hundred percent (100%) of the unearned pro rata provider fee, less any Claims paid. Brightstar may charge an administrative fee not to exceed ten percent (10%) of the Agreement price 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.

(m) 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 Covered Device/Enrolled Device/Protected 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.

(n) 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 Covered Device/Enrolled Device/Protected Device or its use.

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

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

(q) 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 Claim for service hereunder, (B) the Subscriber commits any act, omission or

violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement or (iv) a material change in the nature or extent of the required service occurs after the effective date of this Agreement which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Agreement was sold to the Subscriber. If this Agreement is terminated prior to its expiration, either by Subscriber or by Brightstar, no deductions for Claims 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. For Nevada customers, Section 11 "LIMITATION OF LIABILITY AND EXCLUSION," Subsection (m), is hereby replaced in the entirety as follows: "any unauthorized or non-manufacturer-recommended modifications to the Covered Device, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Device is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement. Section 12 "DISPUTE RESOLUTION AND ARBITRATION" is not mandatory for Nevada customers. If the Subscriber is not satisfied with the manner in which Brightstar is handling a claim hereunder, the Subscriber may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.

(r) 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.

(s) 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 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 Covered Device/Enrolled Device/Protected 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.

(u) New Mexico Customers: If this Agreement has been in effect for at least seventy (70) days, Brightstar may not cancel

this Agreement before the expiration of the agreed term or one year after the effective date of the Agreement, whichever occurs first, unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) Brightstar discovers fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a Claims for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. If Brightstar cancels this Agreement, Brightstar will provide at least fifteen (15) days written notice to 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 sixty (60) 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 thirty (30) day period or portion thereof Brightstar fails to remit to the Subscriber such amount. Final Agreement price to be determined prior to presentation to consumer for signature.

(v) 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 Covered Device/Enrolled Device/Protected Device or its use.

(w) 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.

(x) Oklahoma Customers: This Agreement is not issued by the manufacturer of or a wholesale company marketing the Covered Device/Enrolled Device/Protected 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 44200784.

(y) Oregon Customers: The obligor of this Agreement is Brightstar Device Protection, LLC. You may contact Brightstar Device Protection, LLC by mail at 2325 Lakeview Parkway, Suite 700 Alpharetta, GA 30009 or

by phone at (855) 687-5850. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon. The Arbitration provision of this Agreement is deleted in its entirety.

(z) South Carolina Customers: If this Agreement was purchased by the Subscriber in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, 1-800-768-3467. 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 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 Covered Device/Enrolled Device/Protected Device or its use.

(aa) Texas Customers: Brightstar's Texas License Number is 501. 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 Covered Device/Enrolled Device/Protected Device or its use.

(bb) Utah Customers: This Agreement 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. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. If the Subscriber demonstrates that it was not reasonably possible to notify Brightstar within sixty (60) days the Covered Device/Enrolled Device/Protected Device first failed, the Claims 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 Agreement holder is the purchaser of this Agreement. The seller of this Agreement is the Seller.

(cc) Virginia Customers: If any promise made in the Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

(dd) Washington Customers: The obligor of this Agreement is 4warranty Corporation [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256]. All references to Obligor throughout this Agreement are replaced with Service Provider. Any limit to the number of Claims allowed as identified in Section “Limitation of Liability and Exclusions” does not apply to Washington customers. If We cancel this Agreement, We will mail You written notice of the cancellation including reason for and effective date at least twenty-one (21) days prior to the effective date of such cancellation. The following is added to Section “DISPUTE RESOLUTION 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.

(ee) Wisconsin Customers: **THIS CONTRACT 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 Agreement holder to the provider or administrator, or (iii) the substantial breach of duties by the Agreement holder relating to the Covered Device/Enrolled

Device/Protected Device or its use. Cancellation of this Agreement shall be in writing to the Subscriber five (5) days before the cancellation effective date. The notice of cancellation shall include the effective date and reason for cancellation. If this Agreement is cancelled by the provider for a reason other than nonpayment of the provider fees, the provider shall refund to the Agreement holder 100 percent of the unearned pro rata provider fee, less any Claims 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 Claims 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 Claims paid. If Brightstar does not pay or credit a refund within forty-five (45) days after the return of the Agreement 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.

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