

ProtectCELL COMPREHENSIVE PROTECTION Terms & Conditions

Form: PCCPUSAA-MBR-08242015

1. ProtectCELL COMPREHENSIVE PROTECTION – PLAN OVERVIEW

A. ProtectCELL Comprehensive Protection (“Plan”) provides its members with certain benefits and privileges. With the purchase of a membership in the Plan (“Membership”), members are entitled benefits described below, subject to the conditions and limitations of these Terms and Conditions (“Terms”). Refer to the sales invoice received from the Authorized Dealer for determination of term and purchase price of the Membership.

B. **Please read the Terms carefully.** The Terms are between Digital Leash, LLC d/b/a ProtectCELL (“ProtectCELL”) and any purchaser of the Membership (“Member”), and establish and govern the respective rights and obligations of ProtectCELL and Member under the Plan. Upon the Member’s purchase of the Membership, the Member accepts and agrees to the Terms and shall be bound by all the Terms. No employee, agent or representative of ProtectCELL or any Authorized Dealer (as defined below) is authorized by ProtectCELL to make any statement, representation or warranty on behalf of ProtectCELL, the Plan or Membership, provide any other information to Member regarding ProtectCELL, the Plan or Membership not expressly contained in the Terms or waive any provision of the Terms. In the event of any conflict between the Terms and any other statement, information or representation made by ProtectCELL, any Authorized Dealer (as defined below) or any of their respective employees, agents or representatives, the Terms shall prevail.

2. MEMBERSHIP REQUIREMENTS

A. Membership is available for purchase by all individuals eighteen (18) years of age or older, subject to the Terms.

B. Member must have purchased a wireless or technology related product or service (the “Member Device”) from an authorized dealer (“Authorized Dealer”).

C. Membership Plans purchased after the date of purchase of the Member Device are subject to a thirty (30) day waiting period for requests under Section 3. A. 2).

- D. Member must not be in breach of any material term of, or have engaged in fraud with respect to, the Terms or ProtectCELL.
- E. ProtectCELL reserves the right to accept or reject any purchase of the Membership in the Plan in its sole discretion.

3. PLAN BENEFITS

A. A Member who purchases the Member Device and Membership Plan may make a request to receive and use a ProtectCELL Certified wireless device or other related technology device (“ProtectCELL Device”) for up to twenty-four (24) months in place of the Member Device (“ProtectCELL Device Benefits,” and “Plan Benefits”), subject to the following conditions:

- 1) When Member Device and Member Plan are purchased together, on the same date of purchase, a Member may file a request for ProtectCELL Device Benefits at any time, so long as the Membership Plan has not been cancelled, or a request for a return or refund has not been made.
- 2) Members who purchase the Membership Plan any time after the date of purchase of the Member Device must wait thirty (30) days from the Plan Purchase Date to request and receive a ProtectCELL Device under the Membership Plan.
- 3) ProtectCELL will attempt to provide a ProtectCELL Device with similar style and features as the Member Device (of like kind and quality to the Member Device).
- 4) If the ProtectCELL Device requires a battery charger that is different from the charger associated with the Member Device, ProtectCELL will provide such required charger with the ProtectCELL Device.
- 5) ProtectCELL does not guarantee that the ProtectCELL Device will be the same color as the Member Device.
- 6) For each request by Member of a ProtectCELL Device, ProtectCELL shall charge Member an administrative fee (the “Administrative Fee”), based upon the features, functionalities and capabilities of the supplied ProtectCELL Device. ProtectCELL reserves the right to perform address or other verification procedures related to the form of payment being tendered by the Member to ensure proper delivery of the device and delivery of benefits under the Plan. ProtectCELL reserves the right to charge Member a refundable deposit amount up to \$5.00 for each request of a ProtectCELL Device. In the event Member does not return ProtectCELL Device, ProtectCELL shall not be required to contact Member to return ProtectCELL Device and deposit amount is forfeited.
- 7) ProtectCELL will deliver the ProtectCELL Device to Member at the last known address of Member in ProtectCELL’s records or the address provided to ProtectCELL by Member at the time of his/her request for the ProtectCELL Device. Should member request delivery to an address other than the last known address, ProtectCELL

reserves the right to request proof of the new address or other address verification. ProtectCELL will deliver the Device using the method of its choice which typically results in Member receiving the ProtectCELL Device within two (2) business days of the request. ProtectCELL reserves the right to offer to Member shipping options for ProtectCELL's delivery of the ProtectCELL Device to Member, but such other shipping options may increase the cost to the Member to receive delivery of the ProtectCELL Device above the Administrative Fee. Should the Member desire delivery to a location other than the last known address of Member in ProtectCELL's records, ProtectCELL reserves the right to perform necessary verification of the identity of the Member or require proof of a change in address.

8) Member will accept receipt of the ProtectCELL Device when delivered to Member by ProtectCELL, unless ProtectCELL delivered such ProtectCELL Device to Member in error. If, for any reason, Member fails or refuses to accept receipt of the ProtectCELL Device when delivered to Member after Member's request for the ProtectCELL Device, Member shall not be entitled to a refund of the Membership Fee (as defined below).

9) Upon Member's request for a ProtectCELL Device, Member shall be entitled, notwithstanding any cancellation of the Membership by Member pursuant to Section 9 below, upon receipt of the ProtectCELL Device, to use the ProtectCELL Device for up to twenty-four (24) months from the date of ProtectCELL's receipt of the Member's request for the ProtectCELL Device ("ProtectCELL Device Period").

10) Upon delivery of the ProtectCELL Device to Member, ProtectCELL will provide to Member the applicable manufacturer's instructions on the use of the ProtectCELL Device.

11) Member will use the ProtectCELL Device in a careful and proper manner and in accordance with the manufacturer's instructions and specifications and the service agreement between Member and the applicable wireless communications service provider.

12) Member agrees to not:

- a) deface the ProtectCELL Device; or
- b) assign, rent, sublet, sell, attempt to dispose of, grant any interest in or otherwise transfer the ProtectCELL Device to any third party without first contacting ProtectCELL.

(1) If the ProtectCELL Device is not in complete working order when Member receives delivery of the ProtectCELL Device or it subsequently malfunctions within fourteen (14) days of Member's receipt of the ProtectCELL Device, Member shall promptly notify ProtectCELL by phone of such malfunction. ProtectCELL will provide a shipping tag to Member for Member to use to return the malfunctioning ProtectCELL device to ProtectCELL. Provided that Member is then in compliance with these Terms, ProtectCELL will provide another ProtectCELL Device to Member upon receiving notification that the shipping tag has been activated, and Member shall have the right

to use the subsequently delivered ProtectCELL Device for the duration of the ProtectCELL Device Period. Member agrees to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Member receipt of the subsequently delivered ProtectCELL Device.

(2) If the ProtectCELL Device malfunctions after fourteen (14) days of its receipt by Member, Member shall promptly notify ProtectCELL of such malfunction. Provided that Member is then in compliance with these Terms, ProtectCELL will provide another ProtectCELL Device to Member as soon as commercially reasonable after either (i) Member provides ProtectCELL with Member's credit card number to hold for payment of a potential Administrative Fee of \$150, or (ii) Member has shipped to ProtectCELL and ProtectCELL has received and inspected the malfunctioning ProtectCELL Device and determined that the previously delivered ProtectCELL Device does not have a defect, damage or malfunction caused by Member's neglect or misuse of the previously delivered ProtectCELL Device. Member agrees to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Member receipt of the subsequently delivered ProtectCELL Device. If Member provides ProtectCELL with Member's credit card number to hold for payment of a potential Administrative Fee and Member fails to return the malfunctioning ProtectCELL Device to ProtectCELL within such seven-day (7-day) period or, after ProtectCELL receives the malfunctioning ProtectCELL Device from Member, ProtectCELL determines that the malfunctioning ProtectCELL Device has a defect, damage or malfunction caused by Member's neglect or misuse of the previously delivered ProtectCELL Device, ProtectCELL shall charge Member's credit card for the applicable Administrative Fee.

c) During the ProtectCELL Device Period, the ProtectCELL Device shall be subject to the same terms, conditions and services provided by any applicable Communications Service Provider with respect to the Member Device under such Communications Service Provider's wireless communications service agreement with Member.

13) At the end of the ProtectCELL Device Period, ProtectCELL may contact Member regarding the procedures for returning the ProtectCELL Device to ProtectCELL for recycling. Upon receipt of the ProtectCELL Device by ProtectCELL, ProtectCELL will return the deposit portion of the Administrative Fee to the Member within ten (10) business days.

14) The Member acquires the right to use the ProtectCELL Device during the ProtectCELL Device Period. During the Membership Term, Member shall not permit any person to perform any service to, or replace any parts of, the ProtectCELL Device, without prior written approval from ProtectCELL.

15) **For CA and WA residents only.** In addition to the benefits listed, Members are also provided benefits provided under form RI-CIM-CEP-EOC-CA for CA residents and form LL8079PPC-0309 for WA residents.

4. MEMBERSHIP NUMBER

A. Upon purchase of the Membership, ProtectCELL will issue or cause to be issued to Member, a membership number. The membership number is not transferable and may only be used by the Member to whom the membership number is issued. Member will notify ProtectCELL and the Authorized Dealer if Member becomes aware of any unauthorized use of Member's membership number.

5. MEMBERSHIP FEES

A. Member will pay an upfront enrollment fee ("Membership Fee") including applicable taxes, if any, upon purchasing the Membership Plan based on the length of the Membership selected by Member.

B. Member will pay the Membership Fee and applicable taxes, if any, to ProtectCELL, at the time Member purchases the Membership Plan. Refunds of the Membership Fee and any taxes paid are subject to Members' cancellation rights provided in Section 9 below.

C. The "Membership Plan Purchase Date" is the date the Membership Fee was paid.

D. **Return or Cancellation within Thirty (30) Days of Purchase.** A "Return" is defined as a Member's request to cancel the Membership Plan within thirty (30) days of the Membership Plan Purchase Date, and is subject to approval. Member must deliver to ProtectCELL a written request to cancel the plan or contact ProtectCELL via phone (800) 940-5662. With an approved Return, the Member will receive all funds paid toward the Membership Fee. A Return will not be approved if a Request has been made against the Membership Plan has been used.

E. **Refund or Cancellation More than Thirty (30) Days after Purchase.** A "Refund" is defined as a customer's request to cancel the Plan made more than thirty (30) days starting from the Purchase Date, and is subject to approval. Member must deliver to ProtectCELL, or the Administrator, should ProtectCELL not be available, a written request to cancel the Plan or contact ProtectCELL via phone (800) 940-5662. With an approved refund, Member will receive a pro-rated refund of the Plan fees and taxes paid on the Purchase Date. A request for Refund may not be approved if a Request has been made against the Plan has been used. A processing fee of \$20.00 may be applied to each Refund. All Refunds are approved exclusively by ProtectCELL.

F. **Continuation of Benefits.** Membership benefits will continue so long as the customer continues to make timely payments as set forth in Schedule 1 in Section 17 below.

6. LOSS OF, OR DAMAGE TO, THE PROTECTCELL DEVICE

A. In the event of any loss, damage, destruction, theft or disappearance of the ProtectCELL Device which Member has not previously returned to ProtectCELL ("Loss"),

Member must immediately, and in any event, no later than within twenty-four (24) hours of Member becoming aware of such Loss, notify ProtectCELL of such Loss.

B. Notwithstanding anything herein to the contrary, the Member shall remain liable to ProtectCELL for, any and all Loss resulting from any of the following circumstances: (a) the use or operation of the ProtectCELL by Member for a purpose or in manner for which it was not designed, (b) intentional, willful or wanton misuse, abuse or mishandling of the ProtectCELL Device by Member, (c) violation of any of the Terms by Member or (d) intentional, dishonest, fraudulent or criminal acts by Member.

C. Notwithstanding anything herein to the contrary, the Waiver shall not cover, and the You shall remain liable to ProtectCELL for, any and all Loss resulting from any of the following circumstances: (a) the use or operation of the ProtectCELL by You for a purpose or in manner for which it was not designed, (b) intentional, willful or wanton misuse, abuse or mishandling of the ProtectCELL Device by You, (c) violation of any of the Terms by You or (d) intentional, dishonest, fraudulent or criminal acts by You.

7. TERM OF MEMBERSHIP

A. Member must purchase the Membership the same day as Member's purchase of his or her Member Device from the Authorized Dealer to avoid a thirty-day (30-day) waiting period for Requests under the Membership Plan.

B. Membership will become effective upon Member's payment of the Membership Fee to ProtectCELL, and will remain effective for a period of time of one (1) year, two (2) years, or monthly as selected by Member, from the day Member purchased the Membership.

C. Upon receipt by ProtectCELL of a written request by Member to renew his/her Membership, Membership will be renewed for a period of up to one (1) year, and Member shall pay to ProtectCELL a renewal Membership Fee in the amount of the then current Membership Fee applicable and the Membership Term.

D. During the Membership Term, if Member transfers a telephone number associated with the Member Device to a new wireless or technology product owned by Member and purchased by Member from the Authorized Dealer, the Membership will become effective with respect to such new wireless or technology product the date on which such new wireless or technology product is activated for service by the applicable wireless communications service provider. ProtectCELL may require proof from Member of any transfer of the telephone number associated with the Member Device to a new wireless or technology device.

8. CERTAIN CONDITIONS

A. Plan Benefits are valid only on eligible purchases at the Authorized Dealers.

B. Plan Benefits have no cash value, may not be redeemed for cash and are not transferable.

C. For any Plan Benefit to apply, the Membership must be active and available at the time of purchase. Member will NOT be reimbursed retroactively for purchases made without an active Membership at the time of purchase.

D. At the time of purchase of the Membership, Member shall submit accurate and current information in connection with the Membership. Such information includes name, address, email address, and telephone number. It shall be Member's responsibility to make any necessary changes to Member's account information so that such information remains accurate and current during the Membership Term and ProtectCELL Device Period, as applicable. Member may change his/her account information by (i) updating Member profile data at the ProtectCELL Website www.protectcell.com, (ii) contacting ProtectCELL at 1.800.940.5662. ProtectCELL shall not have any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

9. CANCELLATION; TERMINATION

A. Member may cancel his/her Membership at any time by delivering a written notice of cancellation to ProtectCELL, subject to the conditions in Section 5 above.

B. The date on which ProtectCELL receives a written cancellation notice from Member shall be the effective date of cancellation of the Membership.

C. If Member requests the ProtectCELL Device and cancels such request after ProtectCELL has shipped the ProtectCELL Device but before Member receives delivery of the ProtectCELL Device, Member will be charged an Administrative fee, and upon receipt of ProtectCELL Device by Member, Member shall immediately return the ProtectCELL Device to ProtectCELL.

D. In the event that Member requests a ProtectCELL Device and ProtectCELL is unable to fulfill delivery of such ProtectCELL Device for any or no reason, ProtectCELL may cancel this Membership by notifying Member of such inability and refunding the full Membership Fee to such Member.

E. ProtectCELL may terminate the Membership, without any reason in its sole discretion, including, without limitation, ProtectCELL's belief that the continued use of the Membership by the Member would violate any provisions of the Terms, applicable law, or otherwise be harmful to ProtectCELL. In the event of any such termination, Member will be entitled to a pro rata refund of the Membership Fee based on the number of days remaining in the Membership Term; provided, however, that Member may be required to first return to ProtectCELL any ProtectCELL Device in his/her possession before ProtectCELL is obligated to pay such refund.

1) In the event of ProtectCELL's termination of the Plan, Member will be entitled to a pro rata refund of the Membership Fee, based on the number of days remaining in the Membership Term.

2) In the event of ProtectCELL’s termination of the ProtectCELL Device Benefits, at Member’s election, ProtectCELL will either maintain Member’s Plan Benefits until expiration of the term of the Membership or refund the Member a pro rata portion of the Membership Fee for the remaining portion of the Membership Term.

3) Member may be required to first return to ProtectCELL any ProtectCELL Device in Member’s possession before ProtectCELL is obligated to pay any such refunds payable to Member under this Section 9.E.

4) ProtectCELL may terminate the Plan or any or all of the Plan Benefits, in whole or in part, at any time with or without notice to Member, including without limitation, if Member makes a request for the ProtectCELL Device with the intent personally to profit (e.g., selling the phone we ship them, giving it to someone else, etc.) from use of the ProtectCELL Device, Member intentionally causes damage to the ProtectCELL Device, or Member intentionally voids or breaches the manufacturer’s extended warranty or a service contract covering the Member Device.

10. HOW TO MAKE A REQUEST

A. Contact ProtectCELL by phone at 1.800.940.5662 between the hours of 9:00 AM and 6:00 PM eastern standard time, or visit www.protectcell.com and log in to your account to make a Request online.

B. A thirty (30) day waiting period applies to requests under Membership Plans not purchased on the date of purchase of the Member Device.

11. CONTACT INFORMATION

A. Please contact ProtectCELL:

- 1) By phone at 1.800.940.5662;
- 2) By email at www.protectcell.com; or
- 3) By writing ProtectCELL at 39500 High Pointe Blvd, Suite 250, Novi, MI 48375. ATTENTION: Customer Service.

12. CHANGES TO THE TERMS

A. ProtectCELL may, in its sole discretion, change the Terms at any time without notice or liability by posting revised Terms and Conditions on the ProtectCELL Website.

Any changes shall take effect immediately, unless otherwise provided. Member may view the current version of these Terms at any time by visiting the ProtectCELL Website. Member may also obtain a copy of the Terms by contacting ProtectCELL in accordance with Section 11 above.

13. DISCLAIMERS; LIMITATION OF LIABILITY

A. NONE OF THE PLAN, THE MEMBERSHIP, OR ANY OF THE PLAN BENEFITS IS AN INSURANCE POLICY OR A CONTRACT OF INSURANCE OR AN EXTENDED WARRANTY OR SERVICE CONTRACT.

B. USE OF THE PLAN AND ANY OF THE PLAN BENEFITS IS AT MEMBER’S SOLE RISK. THE PLAN BENEFITS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

C. PROTECTCELL AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS, AND THE AUTHORIZED DEALER (“PROTECTCELL ENTITIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLAN AND ANY OF THE PLAN BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

D. PROTECTCELL ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE PLAN WILL MEET MEMBER’S REQUIREMENTS, (ii) THE PLAN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY MEMBER FROM MEMBERSHIP IN THE PLAN WILL MEET MEMBER’S EXPECTATIONS.

E. PROTECTCELL ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROTECTCELL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLAN OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE PLAN; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PLAN’S DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PLAN.

F. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. ARBITRATION

A. In the event of any dispute among the parties as to the interpretation of any provision of these Terms or the rights and obligations of any party hereunder, such dispute shall be resolved through binding arbitration as hereinafter provided.

B. If arbitration is required to resolve a dispute among the parties, the parties will notify the Detroit Regional Office of the American Arbitration Association (“AAA”) located

in Southfield, Michigan, and request AAA to select one person to act as the arbitrator for resolution of the dispute.

C. The arbitrator selected pursuant to Section 14.B. will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all parties to the arbitration proceeding. The arbitrator may use the rules of the AAA for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible.

D. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the reasonable expenses and costs incurred by any party for its attorneys, advisors and consultants.

E. Any award made by the arbitrator shall be binding on the Member and ProtectCELL and shall be enforceable to the fullest extent of the law.

F. Nothing in this Section 14 shall preclude ProtectCELL from seeking any injunctive relief in state or federal courts for protection of its intellectual property rights (including such rights of its licensors).

15. GOVERNING LAW

A. The Membership, the Plan, the Plan Benefits and the Terms shall be governed by and construed in accordance with the laws of the State of Florida.

16. MISCELLANEOUS

A. These Terms, including all documents referenced herein, represent the entire understanding between ProtectCELL and the Member with respect to the Plan and the Membership and supersedes any other agreements, statements or representations.

B. No waiver by ProtectCELL of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

C. The headings in this agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.

17. SCHEDULE 1

A. 2 – Year Term: \$169.99

B. 1 – Year Term: \$99.99

C. Month-to-Month Term: \$9.25

D. Administrative Fee: \$150 per request/submission; including shipping, handling, administrative fees, deposit on rental device (\$5) and Waiver (\$5)