

TERMS AND CONDITIONS

DEFINITIONS:

Protection Plan Price: The price you paid for this Protection Plan.

Coverage Start Date: This is the date when coverage starts under this Protection Plan. The Coverage Start Date is the latest of the date of purchase of the Protection Plan or the date following termination of any Waiting Period, unless expressly provided otherwise.

Waiting Period: The amount of time between the Protection Plan purchase date and the Coverage Start Date. If during the Waiting Period a pre-existing condition renders the item ineligible for coverage, We will cancel Your Protection Plan and provide You with a full refund of the Protection Plan Price.

Coverage Term or Term: This is the term of coverage You receive under this Protection Plan, starting on the Coverage Start Date which begins after any Waiting Period.

Covered Product(s) or Product(s): The product(s) or type of product covered by this Protection Plan.

Coverage Amount: The purchase price of the Product(s), exclusive of taxes and fees, and/or a number of claims, as identified in the Order Summary.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Protection Plan includes optional coverage.

Deductible: The applicable deductible, if any, for claims.

Trade Credit: Credit you receive from us to upgrade your current phone to a newer one.

1.YOUR RESPONSIBILITIES:

- (A) Purchase the correct care4cell Protection Plan for Your Product based on condition and price.
- (B) Retain and provide Us with a complete copy of proof of purchase.
- (C) Properly maintain, inspect, store, care (including clean) and/or use Your Product according to the manufacturer instructions, and if Your Product becomes damaged, You must take necessary steps to protect against any further damage. If We determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, Your claim will be denied.

2.COVERAGES AND TERMS:

This Protection Plan will cover a mechanical, software, or electrical failure of the Product(s) during normal usage for the Term of this Protection Plan. Your protection plan with us is inclusive of any manufacturer warranty that may have been present during the time of purchase of this protection plan. It does not replace the manufacturer's warranty, but it will provide different and/or additional protection services.

(i) This Protection Plan provides coverage for Your Product where the problem is the result of a failure caused by:

- (1) Defects in materials and/or workmanship;
- (2) Damaged or defective buttons or connectivity ports located on Your Product;

- (3) Defective pixels, for which We will match the manufacturer's warranty for the Term of Your Protection Plan. In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display;
- (4) Dust, internal overheating, internal humidity/condensation;
- (5) Operational failure resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.
- (6) If the original rechargeable battery is defective as determined by Us in Our sole discretion and it cannot be removed and replaced by You, one (1) battery repair or replacement.

3.WHAT IS NOT COVERED:

- (A) Except as otherwise provided, normal wear and tear;
- (B) Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Protection Plan;
- (C) Natural flaws or inherent design or manufacturer's defects;
- (D) Intentional damage;
- (E) Lost, stolen or irretrievable items;
- (F) Any Product that is fraudulently described or materially misrepresented;
- (G) Secondary or collateral damage;
- (H) Except as otherwise provided, maintenance, service, repair or replacement necessitated by loss or damage resulting from any cause other than normal use, storage and operation of the Product in accordance with the manufacturer's specifications and owner's manual;
- (I) Damage caused by exposure to weather conditions, improper electrical/power supply, improper equipment modifications, add-on products or accessories, attachments or installation or assembly, collision with any other object, vandalism, animal or insect infestation, corrosion, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes) or any other force majeure or peril originating from outside the Product;
- (J) Damage caused by "accumulation," including, without limitation, damage from any repeated use or gradual buildup of dirt, dust, oils or similar, such as hair and body oils, perspiration or darkened bodily contact areas;
- (K) Damage caused by: any improper care, negligence, neglect, intentional acts, misuse or abuse of the Product; any repair, replacement or handling of the Product other than as recommended or authorized by the manufacturer and/or Us; or any failure to comply with the manufacturer's warranty;
- (L) Damage caused by cleaning methods, products or materials;
- (M) Defects due to the installation, assembly or hookup of Your Product;
- (N) Claims made under any improperly or incorrectly purchased Protection Plan;
- (O) Any damage to a phone if the phone wasn't in the plan within 90 days of purchase or the original receipt was missing
- (P) Except as otherwise provided, "cosmetic damage," defined as any damages or changes to the physical appearance of a Product that does not impede or hinder its normal operating function as determined by Us, such as scratches, abrasions, peelings, dents, kinks, changes in color, texture, or finish or similar conditions;

4.Maximum Coverage:

If we cannot repair your device or the cost of repair exceeds \$500 we have the option to pay \$500 and close the claim. If this happens the plan will terminate automatically.

5.TRANSFER OF PROTECTION PLAN:

This Protection Plan may be transferred at no charge. To transfer this Protection Plan log in to www.care4cell.com

6. CANCELLATION:

You have the right to cancel your protection plan at any time with no additional fee or expense.

<http://www.care4cell.com/>

7. ARBITRATION:

In the unlikely event We cannot resolve any disputes, including any claims under the Protection Plan, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

8. TRADE CREDIT:

In the event where no claims have been filed in the past 12 months, you will receive trade credit equal to that of half of the premium you have paid in the past 180 days.

9. CLAIM DEDUCTIBLE

During the filing a claim process, a fee of \$99 will be applied before the claim can be looked at and assessed. If the damage is not covered by our warranty, you will receive this fee back. The deductible after this fee is zero and the repair or replacement of the phone will be free.