

ProtectCELL COMPREHENSIVE PROTECTION Terms & Conditions – Florida Plan Sales

Form: PCP-SCFL-3.23.2022

Mobile Device Service Contract Agreement

This Agreement is not a Contract of Insurance or a Warranty subject to the Federal Magnuson-Moss Act.

1. **ProtectCELL COMPREHENSIVE PROTECTION – PLAN OVERVIEW**

A. ProtectCELL Comprehensive Protection (“Plan”) provides You with certain benefits and privileges. With the purchase of this Mobile Device Service Contract Agreement (“Agreement”) for the Plan, You are entitled to purchase discounts for certain wireless or technology related products and services and other benefits described below, subject to the conditions and limitations of these Terms and Conditions (“Terms”). Refer to the sales invoice or receipt received from the Authorized Dealer or Approved Retailer for determination of term and purchase price of the Agreement. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set below in this Agreement.

B. Please read the Terms carefully. The Terms are between Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, 800-888-2738 (FL Lic. No. FL-03698) (“Obligor”, “We”, “Us”, “Our”), Digital Leash, LLC d/b/a ProtectCELL 38855 Hills Tech Dr., Ste. 700, Farmington Hills, MI 48331, 877-775-3274 (“ProtectCELL”) as the Administrator (“Administrator”) and any purchaser of the Agreement (“You” or “Your”), and establish and govern the respective rights and obligations of Obligor, Administrator and You under the Plan. Upon Your purchase of the Agreement, You accept and agree to the Terms and shall be bound by all the Terms. No employee, agent or representative of Obligor, ProtectCELL or any Authorized Dealer or Approved Retailer is authorized by Obligor or ProtectCELL to modify, alter, amend, waiver make any statement, or representation on behalf of Obligor, ProtectCELL, the Plan or Agreement.

2. **AGREEMENT REQUIREMENTS**

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

B. You must have purchased a wireless or technology related product or service (“Your Device”) from an Authorized Dealer, Approved Retailer or Your original device may be required to pass an electronic eligibility test, which is proprietary of ProtectCELL. You hereby agree that data from Your original device may be transferred to, and used by ProtectCELL in order for the eligibility test to be processed. ProtectCELL is not permitted to share the use of this data by others, and that the use of this data is limited to obtaining eligibility requirements.

C. You must not be in breach of any material term of, or have engaged in fraud with respect to, the Terms, Obligor or ProtectCELL.

D. Obligor and ProtectCELL reserve the right to accept or reject the purchase of the Agreement and any Plan relating thereto in its sole discretion.

3. PLAN BENEFITS

A. During the term of the Agreement (“Agreement Term”), the Plan offers You various purchase discount benefits or other value-added services or products (“Discount Benefits”) summarized below in this Section. Any terms or conditions associated with Discount Benefits are available for review at www.protectcell.com.

1) Purchase discounts on certain wireless or technology accessories offered by a participating Authorized Dealer or Approved Retailer from which You purchased Your Device. Obligor or ProtectCELL may, in its sole discretion, from time to time and without prior notice to You, add, remove or otherwise modify any of the Discount Benefits offered by the Authorized Dealer or Approved Retailer. Please see Authorized Dealer or Approved Retailer for more details and limitations.

2) Access to ProtectCELL's web applications, to include security applications or Discount Benefits hosted by ProtectCELL partners. You agree that ProtectCELL may, in its sole discretion and without prior notice to You, share Your enrollment information with partner companies for the purposes of delivering web-hosted applications.

3) Access to other benefits that ProtectCELL may, in its sole discretion, offer as part of a bundle of value-added services or products. Terms and conditions related to such other benefits are available at www.protectcell.com.

B. After You purchase Your Device and this Agreement, You may make a request to receive a replacement ProtectCELL Certified wireless device or other related technology device (“ProtectCELL Device”) in place of Your Device (“ProtectCELL Device Benefits,” and together with Discount Benefits, “Plan Benefits”), subject to the following conditions:

- 1) When the date You purchase Your Device is the same date as Your Plan Date and You purchase Your Device from the same Authorized Dealer or Approved Retailer as You purchased Your Agreement, You may file a request for ProtectCELL Device Benefits at any time, so long as the Agreement has not been cancelled, or a request for a return or refund has not been made.
- 2) If Your Agreement Purchase Date is on a date that is any date other than the date You purchased Your Device, You must wait thirty (30) days (“Waiting Period”) from the Agreement Purchase Date to request and receive a ProtectCELL Device under the Agreement.
- 3) In the event You purchase an Agreement for Your original device, You are required to have Your original device pass an electronic eligibility test, which is proprietary to ProtectCELL. Coverage does not begin until after Your original device has successfully completed the eligibility test and ProtectCELL has received passing results of the test.
- 4) ProtectCELL will attempt to provide a ProtectCELL Device with similar style and features as Your Device (of like kind and quality to Your Device).
- 5) If the ProtectCELL Device requires a battery charger that is different from the charger associated with Your Device, ProtectCELL will provide such required charger with the ProtectCELL Device.
- 6) ProtectCELL does not guarantee that the ProtectCELL Device will be the same color as Your Device.
- 7) For each request by You for a ProtectCELL Device, ProtectCELL shall charge You an administrative fee (the “Administrative Fee”); provided, that ProtectCELL reserves the right to charge You a higher Administrative Fee should You want a ProtectCELL Device with different features, functionalities or capabilities than the feature, functionalities or capabilities of Your Device. ProtectCELL reserves the right to perform address or other verification procedures related to the form of payment being tendered by You to ensure proper delivery of the device and delivery of benefits under the Plan.
- 8) You are eligible to receive a ProtectCELL Device, if at the time of Your request of the ProtectCELL Device, Your Device is not eligible for replacement, repair or maintenance service under Your Device’s manufacturer’s warranty or an extended warranty or service contract. ProtectCELL reserves the right to return the device to You if the device is covered under any warranty and such warranty will provide You with a replacement device in exchange for their original device.
- 9) ProtectCELL will deliver the ProtectCELL Device to Your last known address in ProtectCELL’s records or the address provided to ProtectCELL by You at the time of Your request for the ProtectCELL Device.

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

10) You will accept receipt of the ProtectCELL Device when delivered to You by ProtectCELL, unless ProtectCELL delivered such ProtectCELL Device to You in error. If, for any reason, You fail or refuse to accept receipt of the ProtectCELL Device when delivered to You after Your request for the ProtectCELL Device, You shall not be entitled to a refund of the Plan Fee or Administrative Fee (as defined below).

11) Upon Your request for a ProtectCELL Device, You shall be entitled, notwithstanding any cancellation of the Agreement by You pursuant to Section 9 below, upon receipt of the ProtectCELL Device, to use the ProtectCELL Device for a period including but not limited to twenty-four (24) months from the date of ProtectCELL's receipt of Your request for the ProtectCELL Device ("ProtectCELL Device Period").

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

13) You 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 You and the applicable wireless communications service provider.

14) You agree that You will 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 and receiving written approval from ProtectCELL. Failure to provide notification to ProtectCELL may prevent You from requesting additional replacement devices.

(1) If the ProtectCELL Device is not in complete working order when You receive delivery of the ProtectCELL Device or it subsequently malfunctions within five (5) calendar days of Your receipt of the ProtectCELL Device, You shall promptly notify ProtectCELL by phone of such malfunction. ProtectCELL will provide a shipping tag for You to use to return the malfunctioning ProtectCELL Device to ProtectCELL. Provided that You are then in compliance with these Terms, ProtectCELL will provide You another ProtectCELL Device upon receiving notification that the shipping tag has been activated, and You shall have the right to use the subsequently delivered ProtectCELL Device for the duration of the ProtectCELL Device Period. You agree to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Your receipt of the subsequently delivered ProtectCELL Device.

(2) If the ProtectCELL Device malfunctions after five (5) days after You receive it, You shall promptly notify ProtectCELL of such malfunction. Provided that You are then in compliance with these Terms, ProtectCELL will provide You another ProtectCELL Device as soon as commercially reasonable after either (i) You provide ProtectCELL with Your credit card number to hold for payment of a potential Fee up to \$500, or (ii) You have 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 Your neglect or misuse of the previously delivered ProtectCELL Device. You agree to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Your receipt of the subsequently delivered ProtectCELL Device. If You provide ProtectCELL with Your credit card number to hold for payment of a potential Administrative Fee and You fail to return the malfunctioning ProtectCELL Device to ProtectCELL within such seven-day (7-day) period or, after ProtectCELL receives the malfunctioning ProtectCELL Device from You, ProtectCELL determines that the malfunctioning ProtectCELL Device has a defect, damage or malfunction caused by Your neglect or misuse of the previously delivered ProtectCELL Device, ProtectCELL shall charge Your 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 Your Device under such Communications Service Provider’s wireless communications service agreement with You.

15) At the end of the ProtectCELL Device Period, ProtectCELL may contact You 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 You within 10 business days.

16) You acquire the right to use the ProtectCELL Device during the ProtectCELL Device Period. During the Agreement Term, You shall not permit any person to perform any service to, or replace any parts of, the ProtectCELL Device, without prior written approval from ProtectCELL.

4. PLAN NUMBER

Upon purchase of the Agreement, ProtectCELL will issue or cause to be issued to You, a Plan number (“Plan Number”). The Plan Number is not transferable and may only be used by the person to whom the Plan Number is issued. You will notify ProtectCELL and the Authorized Dealer or Approved Retailer if You become aware of any unauthorized use of Your Plan Number.

5. PLAN FEES

- A. You will pay a monthly enrollment fee including applicable taxes, if any, upon purchasing the Agreement Plan based on the type of Device.
- B. The “Plan Purchase Date” is the date the Plan Fee was paid.
- C. Refunds and Returns. Coverage will continue to the end of the monthly billing cycle. No refunds will be given.

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

- A. In the event of any loss, damage, destruction, theft or disappearance (“Loss”) of the ProtectCELL Device, which You have not previously returned to ProtectCELL, You must immediately, and in any event, no later than within twenty-four (24) hours of You becoming aware of such Loss, notify ProtectCELL of such Loss.
- B. Notwithstanding anything herein to the contrary, 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 Device 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 AGREEMENT

- A.** You must purchase the Agreement the same day as Your purchase of Your Device from the Authorized Dealer or Approved Retailer to avoid a thirty-day (30-day) Waiting Period for Requests under the Plan.
- B.** Coverage will continue as long as the monthly payments are submitted in a timely manner to the Authorized Dealer or Approved Retailer.
- C.** During the Agreement Term, if You transfer a telephone number associated with Your Device to a new wireless or technology product owned by You and purchased by You from the Authorized Dealer or Approved Retailer, You may elect to purchase another Plan on the new wireless or technology product. ProtectCELL may require the payment of additional Plan fees should the new device be of a different type than the original device. ProtectCELL may require proof from You of any transfer of the telephone number associated with Your Device to a new wireless or technology device.

8. CERTAIN CONDITIONS

- A.** Plan Benefits are valid only on eligible purchases made at participating Authorized Dealers or Approved Retailers.
- 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 Agreement must be active and available at the time of purchase. You will NOT be reimbursed retroactively for purchases made without active an Agreement at the time of purchase.
- D.** Discount Benefits will be applied in consideration of all other eligible discounts and deductions (e.g., coupons, seasonal sale discounts, etc.) solely at the discretion of the participating Authorized Dealer or Approved Retailer, unless specifically stated.
- E.** At the time of purchase of the Agreement, You shall submit to the Authorized Dealer or Approved Retailer, for the benefit of ProtectCELL, accurate and current information in connection with the Agreement. Such information includes name, address, email address, and telephone number. It shall be Your responsibility to make any necessary changes to Your account information so that such information remains accurate and current during the Agreement Term and ProtectCELL Device Period, as applicable. You may change Your account information by (i) updating Your profile data at the ProtectCELL Website www.protectcell.com, (ii) contacting ProtectCELL at 1.877.775.3274 or (iii) contacting the Authorized Dealer or Approved Retailer. ProtectCELL shall not have any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.
- F.** **Florida only: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

9. CANCELLATION; TERMINATION

- A.** You may cancel Your Agreement at any time by delivering notice of cancellation to the Authorized Dealer or Approved Retailer, subject to the conditions in Sections 5 above.
- B.** The date on which the Authorized Dealer or Approved Retailer receives a cancellation notice from You shall be the effective date of cancellation of the Agreement.
- C.** If You request the ProtectCELL Device and cancels such request after ProtectCELL has shipped the ProtectCELL Device but before You receive delivery of the ProtectCELL Device, You will be charged an Administrative fee, and upon receipt of ProtectCELL Device by You, You shall immediately return the ProtectCELL Device to ProtectCELL.
- D.** In the event that You request a ProtectCELL Device and ProtectCELL is unable to fulfill delivery of such ProtectCELL Device for any or no reason, ProtectCELL may cancel this Agreement by notifying the You of such inability and refunding the full Plan Fee to You.
- E.** ProtectCELL may terminate the Agreement, without any reason in its sole discretion, including, without limitation, ProtectCELL's belief that the continued use of the Agreement by You would violate any provisions of the Terms, applicable law, or otherwise be harmful to ProtectCELL.

10. HOW TO MAKE A REQUEST

- A.** Contact ProtectCELL by phone at 1.877.775.3274 between the hours of 9:00 AM and 12:00 AM eastern standard time, (seven (7) days a week, except major holidays), or visit www.protectcell.com and log in to Your account to make a Request online.
- B.** A thirty (30) day Waiting Period may apply to requests under Plans not purchased on the date of purchase of Your Device.

11. CONTACT INFORMATION

Please contact ProtectCELL:

- 1) By phone at 1.877.775.3274;
- 2) By email at www.protectcell.com; or
- 3) By writing ProtectCELL at 38855 Hills Tech Dr., Ste. 700, Farmington Hills, MI 48331. ATTENTION: Customer Service.

12. CHANGES TO THE TERMS

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. You may view the current version of these Terms at any time by visiting the ProtectCELL Website. You may

also obtain a copy of the Terms at the Authorized Dealer or Approved Retailer or by contacting ProtectCELL in accordance with Section 11 above.

13. DISCLAIMERS; LIMITATION OF LIABILITY

A. USE OF THE PLAN AND ANY OF THE PLAN BENEFITS IS AT YOUR SOLE RISK. THE PLAN BENEFITS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

B. PROTECTCELL AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (“PROTECTCELL ENTITIES”), AND THE AUTHORIZED DEALER OR APPROVED RETAILER 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.

C. PROTECTCELL ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE PLAN WILL MEET YOUR 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 YOU FROM AGREEMENT IN THE PLAN WILL MEET YOUR EXPECTATIONS.

D. 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.

E. 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. GOVERNING LAW

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

15. MISCELLANEOUS

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

B. No waiver by Obligor or 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.

D. If the Administrator, ProtectCELL, fails to provide services under this Agreement or fulfill the Terms of this Agreement within sixty (60) days You may submit it directly to Obligor at the address indicated above.

G. Privacy Policy. It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at www.fortegra.com.

H. Dispute Resolution/Arbitration Agreement and Class Action Waiver. PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the “Parties”) are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Authorized Dealer or Approved Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, “Claims”), shall be resolved by final and binding arbitration. “Claims” shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator’s owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid.

Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES RECEIPT FROM THE AUTORIZED DEALER OR APPROVED RETAILER). To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, “Arbitration Opt Out.” You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Authorized Dealer or Approved Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

I. 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 PLAN. 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 PLAN. 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”.