

# ProtectCELL COMPREHENSIVE PROTECTION Terms & Conditions

Form: PCCPUSAA-MBR-03.25.2022

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

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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**

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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**

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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 a Member for 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. For each request by a Member for a ProtectCELL Device, ProtectCELL reserves the right to charge Member a service fee up to \$850.00 for each request. The fee will be waived upon delivery of the Member Device to ProtectCELL within fourteen (14) calendar days of shipment of the requested ProtectCELL Device. In the event the customer is in possession of a ProtectCELL Device from a previous request, the fee will also be waived when the ProtectCELL Device from the previous request is delivered to ProtectCELL. The Member is required to return the previously requested ProtectCELL Device to ProtectCELL for recycling within fourteen (14) calendar days of shipment the requested ProtectCELL Device for the fee to be

waived. Any Device sent to ProtectCELL for recycling must have any passcodes and/or tracking features including but not limited to: Find My iPhone, iCloud Account, Google Account, Samsung Reactivation Lock removed/deactivated in order for the fee to be waived.

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 five (5) days of ProtectCELL’s shipment 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. If Member does not use the provided shipping tag and the ProtectCELL Device is sent to an incorrect address, the ProtectCELL Device is damaged due to incorrect packaging by Member, or the ProtectCELL Device is not returned, ProtectCELL may charge a Service Fee.

(2) If the ProtectCELL Device malfunctions after five (5) days of its shipment by ProtectCELL, 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 or Service Fee of \$500, or (ii) Member has shipped 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 or Service 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 or Service Fee. The ProtectCELL Device must have any passcodes and/or tracking features including but not limited to: Find My iPhone, iCloud Account, Google Account, Samsung Reactivation Lock removed/deactivated or a potential Service Fee will be charged.

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.

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

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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

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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**

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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**

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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**

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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](http://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**

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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**

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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](http://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**

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- A. Please contact ProtectCELL:
- 1) By phone at 1.800.940.5662;
  - 2) By email at [www.protectcell.com](http://www.protectcell.com); or
  - 3) By writing ProtectCELL at 38855 Hills Tech Dr., Farmington Hills, MI 48831. ATTENTION: Customer Service.

## **12. CHANGES TO THE TERMS**

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- 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**

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- 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**

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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**

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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**

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- 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**

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- A. 2 – Year Term: \$169.99**
- B. 1 – Year Term: \$99.99**
- C. Month-to-Month Term: \$9.25**
- D. Administrative Fee: \$199 per request/submission; including shipping, handling, administrative fees**

# Lyndon Southern Insurance Company

A Stock Insurance Company

Administrative Office: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738

## MOBILE ELECTRONICS PROTECTION POLICY

### TABLE OF CONTENTS

I.	<b>DEFINITIONS</b> .....	1
II.	<b>COVERAGES</b> .....	2
III.	<b>EXCLUSIONS</b> .....	3
IV.	<b>CONDITIONS</b> .....	4
1.	Policy Period/Policy Territory .....	4
2.	Limit of Insurance .....	4
3.	Deductible .....	4
4.	Your Duties in the Event of Loss or Damage .....	4
5.	Reducing Your Loss .....	4
6.	Payment of Loss .....	4
7.	Settlement Options .....	4
8.	Abandonment .....	4
9.	Salvage and Recoveries .....	5
10.	Subrogation .....	5
11.	Waiver or Change of Policy Provisions .....	5
12.	Premiums .....	5
13.	Transfer or Assignment of Your Rights and Duties under this Policy .....	5
14.	Other Insurance .....	5
15.	Action Against Us Insurance .....	5
16.	Cancellation .....	5
17.	Nonrenewal .....	5
18.	Concealment, Misrepresentation, or Fraud .....	5
19.	Benefits from Policy .....	5
20.	Physical Environment .....	5
21.	Bankruptcy .....	5
22.	Liberalization .....	5
23.	Loss Payable .....	6
24.	Calculation of Premium .....	6
25.	Conformity to Statute .....	6

This Policy, Declarations Page, Policy Schedule Page, and Endorsements constitute a complete Policy.

### INTRODUCTION

This is a Policy between **you** and **us**. **Your** rights and duties under this Policy may not be assigned without **our** written consent. **PLEASE READ YOUR POLICY CAREFULLY.**

### DEFINITIONS

**Abuse** means:

1. improper usage or careless treatment of **scheduled covered property** by **you**;
2. intentional or reckless damage or destruction of property by **you**;
3. operation of the **scheduled covered property** outside the permitted or intended uses described by the manufacturer's instructions.

**Accidental physical damage** means an unexpected and unintentional external event that results in physical damage to **your** property. The damage shall not be foreseeable and

shall be beyond the control of **you** or the individual entrusted with care, custody and control of the **scheduled covered property**.

**Actual cash value (ACV)** means the cost of replacing damaged or destroyed **scheduled covered property** with comparable new property, minus depreciation and obsolescence.

**Burglary** means the forcible entry or exit of the premises, which are not open, and illegally taking away **scheduled covered property** from **you**. Visible signs of forced entry must be present in order for **loss** to be covered.

**Computer Virus** means any unauthorized intrusive codes or programming that are entered by any means into covered **electronic data processing equipment, ruggedized computer, personal digital assistant (PDA), personal digital assistant (PDA) with phone, digital audio player, peripheral, media, software, programs, systems or records** and interrupt the operations of **scheduled covered property**.

**Cosmetic damage or restoration** means damages or changes to the physical appearance of the **scheduled covered property** that do not impede or hinder the normal operational function of the **scheduled covered property** such as scratches, abrasions, change in color, texture or finish.

**Electronic data processing equipment** means electronic computers and peripheral equipment used in conjunction with such computers and included in the purchase of the covered electronic data processing. **Electronic data processing equipment** does not mean any of the following:

1. Equipment used to provide building utility service, other than communications or data processing; or
2. Equipment used to manufacture products other than data; or
3. Equipment used to provide a service other than data processing or communications.

**Flood** means surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

**Intentional damage** means any **loss** arising out of any act, or willful **neglect** by **you** to commit or conspire to commit with the intent to cause a **loss**, including imposition of any abnormal conditions to **your scheduled covered property**.

**Loss** means the direct physical damage and/or **theft** of **scheduled covered property** as listed on the Policy Schedule Page.

**Mechanical and electrical breakdown** means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

**Media** means the material on which data is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

**Mysterious disappearance** means the disappearance of property without the knowledge as to place, time or manner of its **loss**.

**Named insured** refers to the **named insured** shown on the Declarations page of this **Policy**.

**Neglect** means **your** disregard to use all reasonable means to save and preserve **your** property.

**Occurrence** means any one **loss** or series of losses arising out of one event for any one scheduled item.

**Peripheral** means any device:

1. Purchased with the **electronic data processing equipment** as part of a bundled price and packaged with the **electronic data processing equipment**, or purchased on the same date as the **electronic data processing equipment** and used in conjunction with the **electronic data processing equipment**; and

2. Dependent on the **electronic data processing equipment** for operation.

**Personal Digital assistant (PDA), or personal digital assistant with phone (PDA Phone)**, means any electronic handheld information device with or without phone. This includes the factory installed battery, ac adapter and factory faceplate.

**Preexisting condition** means failures, defects, damages or **loss**, that **you** should have reasonably known to be present prior to the effective date of the Policy.

**Robbery** means the taking of **your scheduled covered property** by using violence, threats or intimidation.

**Ruggedized computer** means any laptop or tablet **electronic data processing equipment** specifically designed to reliably operate in harsh usage environments and conditions, such as strong vibration, extreme temperatures and wet or dusty conditions.

**Scheduled covered property** means any new **electronic data processing equipment, ruggedized computer, personal digital assistant (PDA), personal digital assistant (PDA) with phone, digital audio player, or peripheral**, that **you** own and as scheduled on the Policy Schedule Page. The **scheduled covered property** must be of a make and model that are eligible for coverage under this Policy.

**Software** refers to the operating system pre-loaded at the time of purchase on the **scheduled covered property**.

**Theft** means the unlawful taking or removing of property without **your** consent and with the intent to deprive **you**.

**Wear and tear** means the reduction in value to **scheduled covered property** stemming from routine use and exposure.

**We, us, and our** means Lyndon Southern Insurance Company.

**You and your** means the **named insured** shown on the Declarations Page.

## COVERAGES

In return for the payment of the premium shown on the Declarations Page, **we** will pay for **loss** or damage to the **scheduled covered property** described on the Policy Schedule Page caused by or resulting from a **Covered Cause of Loss**. The **Covered Causes of Loss** will be indicated on the Policy Schedule Page.

### Covered Cause of Loss Options:

1. **Accidental Physical Damage Coverage:**  
If **Accidental Physical Damage** is indicated on the Policy Schedule Page, **We** will provide coverage to your **scheduled covered property** against accidental physical damage.

2. **Theft Coverage:**  
If Theft Coverage is indicated on the Policy Schedule Page, **We** will provide coverage to **your scheduled covered property** against direct physical **loss** or damage caused by **theft, burglary** and/or **robbery**.

3. **Standard Coverage:**  
If **Standard Coverage** is indicated on the Policy Schedule Page, **We** will provide coverage to your **scheduled covered property** against direct physical **loss** or damage caused by: fire, lightning, internal explosion, windstorm or hail, explosion, riot or civil commotion, aircraft, vehicles, smoke, volcanic eruption, vandalism or malicious mischief, falling objects, weight of ice, snow or sleet, accidental discharge of water or steam, sudden cracking of a steam or hot water heating system, freezing, power surge, or **flood**.

### EXCLUSIONS

**We** will not pay for **loss** or damage caused by or resulting from the following, even though any other cause or event contributes concurrently or in any sequence to the **loss**, unless expressly covered on the Policy Schedule Page:

1. Depreciation, depletion, deterioration, obsolescence, corrosion, erosion, **wear and tear**, faulty materials or design errors.
2. Neglect including not following the original equipment manufacturer's guidelines for operations and use.
3. Cosmetic damage or restoration.
4. Any increase in loss caused by or resulting from enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation.
5. Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, or tsunami.
6. Nuclear Hazard, reaction or radiation, or radioactive contamination, however caused.
7. War, including undeclared or civil war, and war like action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
8. **Computer Virus**
9. A delay in or interruption of any business, manufacturing or academic activity.
10. Any intentional dishonest, fraudulent or criminal acts by **you, your** family members, partners, employees, **your** officers, trustees, directors or anyone else with an interest in the **scheduled covered property**, their employees or authorized representatives or anyone entrusted with the **scheduled covered property**, whether or not acting in collusion with other person(s). This does not apply to a carrier for hire.
11. Programming errors including the inability of a program to function properly beyond a naturally occurring calendar date.
12. **Loss** to accounts, bills, checks, valuable papers, records, abstracts, deeds or manuscripts.

13. **Loss** or damage to **scheduled covered property** while it is being serviced or repaired by a non-authorized facility, a non-licensed repairer, or a non-authorized or non-licensed on-site facility.

14. **Mysterious disappearance.**

15. **Loss** or damage caused by **mechanical and/or electrical breakdown**, faulty construction, **preexisting conditions**, error or omission in design.

16. **Loss** due to damage caused by the physical environment such as dust, condensation or evaporation, dampness, dryness, cold or heat including rust or corrosion caused by any of these factors. This includes but is not limited to continuous or repeated exposure to the same general harmful conditions in addition to vermin and insects.

17. **Loss** or damage caused by:

1. The failure, malfunction or inadequacy of the following due to the inability to correctly recognize process, distinguish, interpret or accept one or more dates or times:
  - a. **electronic data processing equipment**; or
  - b. data; or
  - c. **software and/or media**; or
  - d. **PDA or PDA phone.**
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by **you**, or for **you** by an licensed-authorized repair technician to determine, rectify or test for, any potential or actual problems described in item 1. above.
3. Any **loss** of data resulting from problems described in item 1. above.

If an excluded cause of **loss** as described in Item 1., 2., and 3., results in a Covered Cause of **loss**, **we** will pay only for the **loss** or damage caused by such Covered Cause of **loss**.

**We** will not pay for repair, replacement or modification of any items in item 1. to correct any deficiencies or change any features.

18. Additional cost(s) of on-site service to **your** location, such as travel charges.
19. Costs which are recoverable under any product or manufacturer's warranty or extended warranty.
20. Loss that occurs outside the Policy Territory unless an approved International Coverage endorsement is attached, and additional premium has been paid.
21. Programming, data reconstruction, data recovery, program installation and/or reconfiguration, except as defined in the Policy Provisions.
22. Loss to schedule covered property permanently contained on or permanently installed in rolling stock, watercraft, aircraft, spacecraft or motor vehicles licensed for highway use.
23. **Loss** to **PDA's** or **PDA phones'** data, personal information managers, ring tones, contact lists, video, screen savers, stylus, external keyboard, headphones, or other **PDA** accessories.
24. **Loss** or damage to external housings or casings that do not effect the mechanical or electrical function of the scheduled covered property.

25. **Loss to digital audio players'** data, video or audio files.
26. Any other direct or indirect result of a **loss** to **scheduled covered property** not listed.

## CONDITIONS

### Policy Period/ Policy Territory

Under this Policy, the **loss** must occur:

1. During the Policy Period shown on the Declarations Page; and
2. Within the Policy Territory.

The Policy Territory is:

1. The United States of America, the District of Columbia, (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

### Limit of Insurance

The limit of **your** insurance under this Policy, from **loss** or expense arising from any one **occurrence**, is the amount shown on the Policy Schedule Page.

### Deductible

The deductible applies on a per scheduled item and **occurrence** basis. **We** will first subtract the deductible amount shown on the Declarations Page from the amount **we** would otherwise pay under this Policy. **We** will then pay the amount in excess of the deductible, up to the applicable limit of insurance per scheduled item, never to exceed the total Limit of Insurance stated on the Declarations Page.

### Your Duties In the Event of Loss or Damage

**You** must do the following in the event of **loss** or damage:

1. **Our** agent must be contacted prior to any repair or replacement of covered property. **We** reserve the right to specify or approve the licensed-authorized repair or replacement facility;
2. Give **us** notice within sixty (60) days of the **loss** or damage, including but not limited to:
  - a. A detailed description of the **scheduled covered property** including but not limited to make, model, serial number;
  - b. A detailed description of the events including how, when, and where the **loss** or damage occurred; and
  - c. A detailed description of the **loss** incurred including any visible damage or operational issues.
3. Provide proof of ownership for the **scheduled covered property** including bill of sale, invoice, cancelled check, or credit card receipt;
4. Allow **us** a reasonable time and opportunity to examine the property before repairs are undertaken or physical evidence of the **loss** is removed. But, **you** must take whatever measures are necessary for protection from further damage;
5. Permit **us** to inspect the property and records;
6. If requested, permit **us** to question **you** under oath, at such times as may be reasonably required about any matter relating to this Policy or **your** claim including **your** books and records. In such event, **your** answers to our questions must be signed;

7. Send **us** a signed, sworn proof of **loss** containing the information **we** request to settle the claim. **You** must do this within 60 days after **our** request;
8. Cooperate with **us** in the investigation and settlement of the claim; and
9. If applicable, submit a copy of the policy or fire report detailing the loss incurred.
10. If applicable, provide the manufacturer's software recovery discs that were provided with **your** computer.

**If all the terms of these conditions (as detailed above) are not complied with, no claim under this Policy shall be payable.**

### Reducing Your Loss

**You** must reduce the **loss**, if possible, by using all reasonable means to protect **scheduled covered property** that has been damaged.

### Payment of Loss

Payment of **loss** will be made:

1. after the amount of covered **loss** is determined under this Policy, and
2. within 30 days after:
  - a. **We** reach agreement with **you**;
  - b. entry of a final judgment; or
  - c. the ruling of an appraisal award.

### Settlement Options

**Equipment:** **Our** payment for damaged **electronic data processing equipment, personal digital assistants, personal digital assistants with phone, digital audio players** or **peripherals** will be the lesser of the following:

1. The amount of insurance on the Policy Schedule Page for that unit; or
2. The cost at the time of the **loss** to repair or replace the damaged property with property of the same or **like kind and quality**; or
3. Scheduled items 3 years of age or older may be valued by using **ACV** as determined by **us**.

**We** will not pay for any extra cost if **you** decide to repair or replace the damaged property with property of a better **kind** or **quality** or of a larger capacity at your own discretion.

**We** further reserve the right to consult the manufacturer or other sources to determine replacement value or that of **like kind and quality** on the current market at the time of the **loss**. Factory authorized or refurbished parts or replacements may be used in the course of repair or replacement by an authorized facility.

**Software and /or media:** **We** will pay:

1. For the replacement of the original operating system installed on the equipment at the time of purchase; **we** will not pay to reproduce **Software** programs.
2. For the **media** materials, **you** must provide proof of ownership for a **scheduled covered property loss** that has occurred. **We** will not pay for any data reconstruction or retrieval of information.

### Abandonment

There can be no abandonment of any property to **us**.

### **Salvage and Recoveries**

If **we** pay on the insured property and **you** and/or **we** recover the property, **We** will retain all salvage rights to the recovered property until **we** have been fully reimbursed for **our** payment.

### **Subrogation**

If **we** make any payment under this Policy and **you** have a right to recover damages from another, **we** shall be subrogated to that right. However, **our** right to recover is subordinate to that person or organization's right to be fully compensated for **loss**.

### **Waiver or Change of Policy Provisions**

This Policy contains all the agreements between **you** and **us** concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this Policy.

### **Premiums**

The **named insured** shown on the Declarations Page:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums **we** pay.

### **Transfer or Assignment of Your Rights and Duties under this Policy**

**Your** interests, rights and duties under this Policy may not be transferred or assigned without **our** prior written consent except in the case of **your** death.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting within the scope of duties as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** covered property will have **your** rights and duties, but only with respect to **your scheduled covered property**.

### **Other Insurance**

**You** may have other insurance that covers the property scheduled under this Policy. If **you** do, this Policy provides primary insurance. This means that **we** will pay before the other insurance pays unless specifically excluded herein.

### **Action Against Us**

No action shall apply against **us** unless:

1. There has been full compliance with all the terms of this Policy; and
2. The action is brought within two years from the date when **you** discover the **loss**.

### **Cancellation**

**You** may cancel this Policy by mailing or delivering to **us** advance written notice of cancellation.

**We** may cancel this Policy by mailing or delivering to the **named insured** written notice of cancellation at least:

- a. 15 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if **we** cancel for any other reason.

**We** will mail or deliver our notice to the **named insured's** last mailing address known to **us**. Notice of cancellation will state the effective date of cancellation. The Policy period will end on that date.

If this Policy is canceled, **we** will send you any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, any unearned premium will be refunded to **you** computed in accordance with the customary short-rate procedure. The cancellation will be effective even if **we** have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Coverage will not be provided to **you** under this Policy if, whether before or after a **loss**, **you** have:

1. Intentionally concealed or misrepresented any material fact or circumstance; or
2. Engaged in fraudulent conduct; or
3. Made false statements.

### **Nonrenewal**

**We** may elect not to continue this Policy. **We** may do so by mailing to **you** written notice at least thirty (30) days before the effective date of non-renewal on this Policy. Proof of mailing will be sufficient proof of notice.

### **Concealment, Misrepresentation or Fraud**

**We** will not pay for any **loss** if **you** at any time intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The **scheduled covered property**, including the value of such property reported to **us**;
3. **Your** interest in the **scheduled covered property**; or
4. A claim under this Policy.

If any material fact is concealed or misrepresented, **we** reserve the right to:

1. deny claim based on facts presented; or
2. re-rate risk associated with material facts; or
3. collect any premiums due on re-rate of risk and new exposure calculated from the date of purchase.

### **Benefits from Policy**

No person or organization, other than **you**, having custody of the property will benefit from this insurance.

### **Physical Environment**

**You** agree to take due care to maintain a physical environment, such as levels of temperature, humidity, and dust, in keeping with the recommendations of the manufacturer for the insured property.

### **Bankruptcy**

The bankruptcy or insolvency of **you** or **your** estate will not relieve **us** of any obligation under this Policy.

### **Liberalization**

If **we** adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.



**Loss Payable**

1. **We** will pay **you** and the loss payee, if any shown on the Declarations Page for **loss** covered by this Policy, as interests may appear. The Policy covers the interest of **you** and the **loss payee**, unless the **loss** results from conversion, secretion or embezzlement on **your** part.
2. **We** may cancel the Policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the **loss payee's** interest. If **we** cancel, **we** will mail **you** and the **loss payee** the same advance notice.
3. If **we** make any payment to the **loss** payee, **we** will obtain their rights against any other party.

**Calculation of Premium**

The premium shown on the Declarations Page was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, **we** will compute the premium in accordance with **our** rates and rules then in effect.

**Conformity to Statute**

This Policy is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

In Witness thereof, **we** have caused **your** Policy to be signed by **our** President and Secretary and countersigned, if required, by **our** duly authorized representative.



Secretary



President

# Lyndon Southern Insurance Company

A Stock Insurance Company

Administrative Office: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738

## MOBILE ELECTRONICS PROTECTION

### MANDATORY ENDORSEMENT WASHINGTON

**THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.**

Under **EXCLUSIONS**, paragraph 1 is hereby deleted and replaced as follows:

**We** will not cover a **Loss** caused directly or indirectly by any of the following excluded causes of loss, or if the excluded event initiates the sequence of events that result in a **Loss**, unless expressly covered on the Policy Schedule Page:

Under **CONDITIONS**, **Salvage and Recoveries**, is amended to include the following:

**You** will be made whole before **we** are entitled to any proceeds.

Under **CONDITIONS**, **Cancellation**, paragraph 2 is hereby deleted and replaced with the following:

**We** may cancel this Policy by mailing or delivering written notice to **you**, loss payee or other persons shown by the policy to have an insurable interest. **We** will mail to you at least forty-five (45) days notice and give you the reason for cancellation. When the cancellation is due to non-payment of premium **we** will provide ten (10) days notice.

Under **CONDITIONS**, **Cancellation**, paragraph 6 is hereby deleted and replaced with the following:

**We** will not provide coverage if an **you** or someone on **your** behalf has:

- a. before a loss, willfully; or
- b. after a loss, willfully and with intent to defraud

concealed or misrepresented any material fact or circumstance relating to this insurance.

Under **CONDITIONS**, **Nonrenewal**, the provisions is hereby deleted and replaced with the following:

#### **Nonrenewal**

**We** may elect not to continue this Policy. **We** may do so by mailing to **you** written notice stating the effective date and reason for nonrenewal, at least forty-five (45) days before the effective date of non-renewal on this Policy. Proof of mailing will be sufficient proof of notice.

Under **CONDITIONS**, **Concealment, Misrepresentation or Fraud**, paragraph 1 is hereby deleted and replaced with the following:

**We** will not provide coverage if an **you** or someone on **your** behalf has:

- a. before a loss, willfully; or
- b. after a loss, willfully and with intent to defraud

concealed or misrepresented any material fact or circumstance relating to this insurance .

If any material fact is willfully and intentionally concealed or misrepresented by **you**, or someone on **your** behalf, **we** reserve the right to:

1. deny claim based on facts presented; or
2. re-rate risk associated with material facts; or
3. collect any premiums due on re-rate of risk and new exposure calculated from the date of purchase.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN THE SAME.**

# Lyndon Southern Insurance Company

A Stock Insurance Company

Administrative Office: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738

## ARBITRATION PROVISION

**READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO OBTAIN REDRESS THROUGH COURTS.**

As used in this Arbitration Provision, "You" and "Your" mean the policy holder or policy holders, insureds, or additional insureds, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" mean Lyndon Southern Insurance Company.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise), including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Policy or Certificate or any prior Policy or Certificate issued by Us to You, (2) Any credit, loan or purchase transaction in connection with which this Policy or Certificate or any prior Policy or Certificate was issued by Us to You, or (3) the validity, scope, interpretation, or enforceability of this Provision or of the entire Policy or Certificate ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator after you have been unsuccessful in obtaining a waiver of fees and costs from the AAA. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive federal and state law and applicable statutes of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Arbitration Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.** For the purpose of this Arbitration Provision, Lyndon Southern Insurance Company shall be deemed to include all of its affiliates, successors and assigns, including but not limited to Lyndon Southern Insurance Company, their respective principals, partners, officers and directors and all of the dealers, licensees, agents, and employees of any of the foregoing entities. This Arbitration Provision shall inure to the benefit of and be binding on You and each of the aforementioned persons and entities. This Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Policy or Certificate.

**No Class Actions/No Joinder of Parties:** You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You also agree that You will not join with others to bring Claims in the same arbitration proceeding unless all such persons are named on Your Policy or Certificate.

**YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

# Lyndon Southern Insurance Company

A Stock Insurance Company

Administrative Office: 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256 (800) 888-2738

## MOBILE ELECTRONICS PROTECTION ADVANCED EXCHANGE ENDORSEMENT

In return for an additional premium, the Policy is amended as follows:

### ADDITIONAL COVERAGES

#### **PDA OR PDA PHONE COVERAGE ONLY:**

The Advanced Exchange Endorsement allows **you** to receive a replacement PDA device before **you** send **your** damaged original device to a designated Repair Center. This endorsement covers only PDAs or PDA phones that are scheduled covered property that incur a loss or damage due to a covered cause of loss as indicated on the Policy Schedule page.

**We** ship a like, kind and quality device using express service including overnight shipping service when and where available. Devices of like kind and quality include factory authorized refurbished devices.

#### **Your Duties in the Event of Theft, Loss or Damage:**

- 1) **Our** agent must be contacted prior to any replacement or repair of **scheduled covered property**. **We** reserve the right to specify or approve the licensed authorized repair facility;
- 2) You must give **us** notice within 60 days of the **loss** or damage, including but not limited to:
  - a) A detailed description of the **scheduled covered property** including but not limited to make, model, serial number; and
  - b) A detailed description of the events including how, when and where the **loss** or **damage** occurred; and
  - c) In the event of a **theft**, the police report must be received by us before we will ship the replacement unit; and
  - d) A detailed description of the loss or damage incurred including any visible damage or operational issues.
- 3) Provide proof of ownership for the scheduled covered property including bill of sale, invoice, cancelled check, or credit card receipt.

If your claim is due to damage, when you receive the replacement device:

- 1) Shipping instructions will be provided in the box from the replacement facility.
- 2) Backup all data from **your** damaged original device.
- 3) Remove the batteries, stylus, subscriber identification module (SIM card) and any additional hardware (like a memory upgrade), and place the device inside the shipping box with **your** name, address and Service Repair Order #. Any items sent other than the **PDA or PDA phone**, will not be returned.
- 4) You will be responsible for actual cost of replacement unit if damaged original unit is not returned in ten (10) business days to the designated repair center. This charge will be billed to **your** credit card account that **we** require at the time of the claim for damage. **You** can avoid this charge by returning the damaged unit promptly.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

## Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation affiliates: *Bankers Life of Louisiana, Blue Ridge Indemnity Company, Insurance Company of the South, Life of the South Insurance Company, Lyndon Southern Insurance Company, Response Indemnity Company of California, and Southern Financial Life Insurance Company.* The trust of our customers is our most valuable asset. In the course of providing products and services to you we will obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

### ***Information we may collect.***

***Customer Information.*** Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

***Financial Information.*** Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

***Health Information.*** Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

### ***What we do with the information we obtain.***

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and services. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

### ***Independent Sales Agents and Agents in General.***

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Fortegra Financial Corporation or its affiliated companies*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

### ***Information regarding Former Customers.***

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

### ***Changes to our Privacy Policy***

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.

## Privacy Policy

You have a relationship with one or more of the following Fortegra Financial Corporation affiliates: *Bankers Life Insurance Company of Louisiana, Blue Ridge Indemnity Insurance Company, Insurance Company of the South, Life of the South Insurance Company, Lyndon Southern Insurance Company, Response Indemnity Company of California, and Southern Financial Life Insurance Company*. The trust of our customers is our most valuable asset. In the course of providing products and services to you we will obtain information about you. Your trust in providing this information is safeguarded by keeping nonpublic personal information about our customers in a secure environment and using that information in accordance with this Privacy Policy.

This Privacy Policy generally describes our policy about obtaining and disclosing nonpublic information about you, examples of nonpublic information we collect and the companies with which we may share this information. These examples are for illustrative purposes only and are not intended to be considered a complete description of all information we collect, maintain, or use in our sharing practices. You may have other privacy protection under some State laws. We will comply with the applicable State and Federal laws regarding nonpublic information about you.

### ***Information we may collect.***

***Customer Information.*** Customer information includes identifying information such as your name, address, telephone number, employer, social security number, income, age, and demographic data about you. It also includes information about your transactions with us such as claims history, premiums, and insurance coverage.

***Financial Information.*** Financial information is information covered by the Fair Credit Reporting Act and information such as your credit history, credit card usage, income, assets, and loan records. It also includes information from consumer reporting agencies, public records, and data collection agencies.

***Health Information.*** Health information includes medical history provided by doctors, hospitals or other health care providers, other insurance companies, and you. Health information will be collected, as authorized by you, or otherwise permitted by law, as we deem appropriate to determine eligibility for coverage, to process claims, and to prevent fraud.

### ***What we do with the information we obtain.***

The nonpublic information we may collect as described above may be disclosed, where permitted by law, in order to offer you product and services. Examples of disclosures permitted by law would include disclosures to organizations who provide claims administration, underwriting, audits, investigation, or policyholder services. We may use affiliated and nonaffiliated parties to perform these services. Services also include protecting against fraud and companies who maintain software for us. We may also disclose information in response to requests from law enforcement authorities or State insurance authorities.

### ***Independent Sales Agents and Agents in General.***

Sales agents who represent us are independent, and your independent sales agent may gather and retain customer information, financial information, and/or health information about you. The use and protection of this information by your independent sales agent is your independent sales agent's responsibility, not the responsibility of *Fortegra Financial Corporation or its affiliated companies*. If you have questions about how your independent sales agent may use or disclose this information, please contact your independent sales agent.

### ***Information regarding Former Customers.***

We do not disclose nonpublic personal information about former customers except in accordance with this Privacy Policy.

### ***Changes to our Privacy Policy***

We reserve the right to modify, change or supplement this Privacy Policy at any time. If we make material changes to this policy, we will provide our customers with a revised notice that describes our new practices.