

# Mobile Protect Monthly



## Summary of Key Terms and Conditions

|                                      |  |
|--------------------------------------|--|
| <b>Monthly Charge</b>                | \$6.50   |
| <b>Plan Term</b>                     | <b>Your program will continue to renew monthly until canceled.</b>   |
| <b>Covered Incidents</b>             | <p>Service Contract:</p> <ul style="list-style-type: none"> <li>Accidental Damage from Handling (ADH) – coverage begins on the date of enrollment.</li> <li>Mechanical or electrical failure due to defects in materials and workmanship or normal wear and tear (malfunction) – coverage begins after the manufacturer’s warranty expires.</li> </ul>   |
| <b>Service Contract Claim Limits</b> | Maximum of two (2) ADH claims within any consecutive 24- month period. No limit on malfunction claims.   |
| <b>Keep Your Own Product (KYOP)</b>  | When you activate your own device on the TracFone Wireless, Inc. network, it may be eligible for enrollment in Mobile Protect. If the device make/model is or has been sold by TracFone Wireless, Inc., the applicable service fee tier for that specific make/model apply. For a non-TracFone Wireless, Inc. device make/model, Service Fee Tier 5 applies.   |
| <b>Cancellation Policy</b>           | You may cancel your optional coverage at any time and receive a prorated refund.   |
| <b>Replacement Equipment</b>         | Claims may be fulfilled with new or refurbished equipment. If the same make and model is not available, a comparable model will be substituted. Color, features and accessory compatibility are not guaranteed.  |
| <b>Cracked Screen Repair</b>         | As soon as same-day cracked screen repair may be available for eligible devices in select areas. Same-day repair option depends on claim approval time, parts location and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For full device and location eligibility, go to <a href="https://phoneclaim.com/mobileprotect">phoneclaim.com/mobileprotect</a> . All subject to change at any time.              |
| <b>Arbitration</b>                   | Most of your concerns can be addressed by simply contacting us at 1-866-598-4874. In the unlikely event we cannot informally resolve any disputes, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS. (EXPRESS STATE EXEMPTIONS MAY APPLY; PLEASE SEE YOUR TERMS AND CONDITIONS BELOW.) |

Terms and Conditions are subject to change and contain limitations and exclusions. Our Privacy Policy is located at <https://www.asurion.com/privacy-policy/>

## Device Schedule

| Device Tier   | Devices (For complete list of devices, please visit <a href="https://phoneclaim.com/mobileprotect">phoneclaim.com/mobileprotect</a> )   |
|---------------|---|
| <b>Tier 1</b> | Alcatel Pixi Unite, Alcatel TCL A1 16GB, Alcatel TCL A2 32GB, Alcatel TCL LX 16GB, Alcatel ZIP 16GB, BLU View Mega 32GB, Doro Flip 4GB, LG Optimus Fuel, LG X Power, Samsung Galaxy® A01 16GB, Samsung Galaxy® Centura, ZTE Majesty Pro Plus 16GB, ZTE Z Five L   |
| <b>Tier 2</b> | Alcatel One Touch Pop Icon, Alcatel TCL AX1 16GB, BLU View 1 16GB, Huawei Pronto 4GB, Huawei Sensa LTE, LG Destiny, LG Fiesta 2 16GB, LG Journey 16GB, LG Premier Pro Plus 32GB, LG Rebel 4 16GB, LG Rebel K31 32GB, LG Reflect 32GB, LG Sunrise 4GB, LG Sunset 8GB, LG Treasure, LG X Style, Motorola moto E7 32GB, Samsung Galaxy® J2, Samsung Galaxy® J3 Luna Pro, Samsung Galaxy® J7 Sky Pro 16GB, Samsung Galaxy® Stardust, ZTE Allstar, ZTE Atrium, ZTE Citrine, ZTE Cymbal T, ZTE Paragon, ZTE Scend 4GB, ZTE Z233 VL 4GB, ZTE Zmax 16GB   |
| <b>Tier 3</b> | Apple® iPhone 6 (16GB, 32GB), Apple® iPhone SE (1st Generation; 16GB, 32GB), Huawei Sensation 16GB, LG Solo 16GB, LG Stylo 3, LG Stylo 4 16GB, Motorola Moto G Power 64GB, Motorola moto G7 Optimo 32GB, Samsung Galaxy® A10e 32GB, Samsung Galaxy A11 32GB, Samsung Galaxy® Grand Prime, Samsung Galaxy® Luna 8GB, Samsung Galaxy® S6 64 GB, Samsung Galaxy® Sky, ZTE Lever  |
| <b>Tier 4</b> | Apple® iPhone 6 Plus 16GB, Apple® iPhone 6S (32GB, 128GB) Apple® iPhone 6S Plus (16GB, 32GB), Apple® iPhone 7 32GB, Apple® iPhone SE (2020; 64GB), LG Stylo 5 32GB, Samsung Galaxy® A20 32GB, Samsung Galaxy A21 32GB, Samsung Galaxy A50 64GB, Samsung Galaxy® A51 64GB, Samsung Galaxy J7 Crown 16GB, Samsung Galaxy J7 Prime 16GB, Samsung Galaxy S8 64GB, ZTE Max Blue 16GB   |
| <b>Tier 5</b> | Apple® iPhone 11 64GB, Apple® iPhone 11 Pro 64GB, Apple® iPhone 12 64GB, Apple® iPhone 12 Pro 128GB, Apple® iPhone XR 64GB, Apple® iPhone XS 64GB, Apple® iPhone 13, Samsung Galaxy® Note 10 256GB, Samsung Galaxy® Note 10 Plus 256GB, Samsung Galaxy® Note 20 5G 128GB, Samsung Galaxy® Note 8 64GB, Samsung Galaxy® Note 9 128GB, Samsung Galaxy® S10 128GB, Samsung Galaxy® S10+ 128GB, Samsung Galaxy® S10e 128GB, Samsung Galaxy® S20 128GB, Samsung Galaxy® S20 Fan Edition 128GB, Samsung Galaxy® S20+ 128GB, Keep Your Own Phone devices |

**NOTE:** This list is changed from time to time. Please check [phoneclaim.com/mobileprotect](https://phoneclaim.com/mobileprotect) any time your equipment changes for your applicable fees. For a complete and current list of devices with associated service fees, please visit [phoneclaim.com/mobileprotect](https://phoneclaim.com/mobileprotect) or call 1-866-598-4874.

## Service Fees

A nonrefundable service fee will be charged for each approved claim. Amounts are based on the equipment category of the equipment being replaced. For eligible devices by tier, see the Device Schedule below, go to [phoneclaim.com/mobileprotect](https://phoneclaim.com/mobileprotect) or call Asurion at 1-866-598-4874. The applicable service fees are set forth in the schedules below. Please visit [phoneclaim.com/mobileprotect](https://phoneclaim.com/mobileprotect) and refer to your terms and conditions anytime your device changes.

| Covered Product Tier | ADH Cracked Screen Repair Service Fee | Replacement Service Fee |
|----------------------|---------------------------------------|-------------------------|
| <b>Tier 1</b>        | Not Available                         | \$20                    |
| <b>Tier 2</b>        | \$49                                  | \$50                    |
| <b>Tier 3</b>        | \$49                                  | \$100                   |
| <b>Tier 4</b>        | \$49                                  | \$125                   |
| <b>Tier 5</b>        | \$49                                  | \$200                   |

**We, the administrator or the seller from whom you purchased this Plan, may make available additional products and services at a discount from time to time, for your consideration.**

## Mobile Protect Monthly

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the "To Make a Claim / How it works" provision below..**

**OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is **Asurion Warranty Protection Services, LLC**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Warranty Protection Services of Florida, LLC**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

**DEFINITIONS:** Throughout this Plan, the following words have the following meanings:

1. **"we," "us" and "our"** mean the company obligated under this Plan, as referenced in the Obligor section above;
2. **"administrator"** means (i) Asurion Warranty Protection Services, LLC in the District of Columbia and all states, except Florida; and (ii) Asurion Warranty Protection Services of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 061078, Chicago, IL 60606-1078, telephone 866-598-4874;
3. **"seller"** means TracFone Wireless, Inc., the seller of this Plan;
4. **"covered product"** means a device that we have designated as eligible for coverage under the Plan, which is activated for wireless telecommunications service for the enrolled wireless telephone number on your account with TracFone Wireless, Inc. on the date the breakdown occurs and for which air time has been logged by TracFone Wireless, Inc. as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. **"you" and "your"** mean the individual who owns the covered product and purchased this Plan;
6. **"breakdown"** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH"); and
7. **"replacement product"** means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product.

**INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your sales receipt and order confirmation email for the covered

product and this Plan, constitute the entire agreement between you and us. Please keep this Plan and your sales receipt and order confirmation email for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan. You must follow the manufacturer's instructions for proper use, care and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

**WHAT IS COVERED:** This Plan covers replacement or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) reimburse you for authorized repairs to, or replacement of the covered product; or (iii) at our discretion, issue you a gift card or check, or the replacement cost of the covered product, as determined by us, not to exceed the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the covered product. If breakdown occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the breakdown of the covered product, we will also repair, or, at our sole option, replace one standard battery, one standard charger, or one Subscriber Identification Module (SIM) Card, as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement products will be NEW OR REFURBISHED, in our sole discretion.** The wireless device provided as the replacement product immediately becomes the covered product. You hereby assign to us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any covered product that we replace. You hereby assign to us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any covered product that we replace. **NOTE: For Mobile Phones:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your covered product.

### **COVERAGE BENEFITS BEGINNING ON THE DATE OF ENROLLMENT:**

1. Breakdowns due to ADH

**TERM OF COVERAGE:** Your coverage begins on the date you enrolled in the Plan and continues month to month until terminated by you or by us. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on your date of enrollment, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your covered product is

being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**HOW TO MAKE A CLAIM:** If your covered product experiences a breakdown, you may go online to [phoneclaim.com/mobileprotect](http://phoneclaim.com/mobileprotect) twenty-four (24) hours a day, seven (7) days a week, or you may call customer service between the hours of 7:00 am — 10:00 pm CT (Monday through Friday) and 8:00 am — 5:00 pm CT (Saturday and Sunday) at 866-598-4874 to speak to an agent. In the event you call after hours, there will be access to an automated agent where you will be able to file a claim. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** In-home, depot, carry-in, or remote technician service may be available; the customer service agent will inform you of the type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product to and from the authorized service center if depot service is required. At our sole discretion, we may require that you return or send pictures of the original covered product to us for inspection by our authorized service center, or we may require you to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. You must file your claim within sixty (60) days of a breakdown. If you fail to file your claim within sixty (60) days, we may deny you coverage. All claims must be reported within thirty (30) days after expiration of this Plan.

**CHARGES FOR THIS PLAN:** Each month during the term of this Plan, you will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. The monthly cost of this Plan is indicated on your sales receipt or order confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to your monthly charges. Non-payment by you will result in cancellation of the Plan as set forth below. It is your responsibility to maintain a valid credit card or bank account information with the seller to process payments, failure to do so may cause your Plan to be cancelled. If we do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to your bill or, at our discretion, collected from you prior to providing a replacement product.

**CLAIM LIMIT:** Beginning on the date you enrolled, this Plan will cover up to, but no more than, two (2) covered ADH breakdowns in any twenty-four (24) month period. If the Claim Limit for ADH breakdowns is exhausted before the end of the Plan term, our obligations under this Plan will be satisfied and your coverage will terminate. The twenty-four (24) month period is calculated based on the date of loss for each covered ADH breakdown. There is no limit for claims due to all other breakdowns. For any single claim, the maximum amount we will spend to replace or repair the covered product is \$2,000.00.

**SERVICE FEE:** A non-refundable service fee, plus applicable taxes, is due for each repair or replacement of a mobile phone provided under this Plan, as set forth in the schedule below. You agree to pay the service fee, plus applicable sales taxes, to us prior to the repair or replacement of the mobile phone. The service fee must be paid and received in advance of the service being

provided and may be paid through a valid credit card or branded debit card. The following service fee(s) apply:

| Covered Product Tier | ADH Cracked Screen Repair Service Fee | All Replacements Service Fee |
|----------------------|---------------------------------------|------------------------------|
| Tier 1               | Not Available                         | \$20                         |
| Tier 2               | \$49                                  | \$50                         |
| Tier 3               | \$49                                  | \$100                        |
| Tier 4               | \$49                                  | \$125                        |
| Tier 5               | \$49                                  | \$200                        |

**NON-RETURN FEE:** Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within fifteen (15) days of delivery of the replacement product. You must return the replaced covered product as directed by us and according to the instructions included in the return mailer, including unlocking the device, or you will be charged a non-return fee of up to \$2,000.00. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

**CHARGE FOR NON-COVERED CLAIMS:** If we ship you a replacement product, we will notify you in writing within thirty (30) days of the return of the replaced covered product if we determine the returned covered product did not suffer a breakdown covered by the Plan. You will be charged a non-covered claim charge applicable to the model of replacement product provided up to \$2,000.00, unless you return the replacement product, in good working order, at your cost of shipping within fifteen (15) days of our notification. If you return the replacement product as required by this Plan, we will return to you your original covered product.

**TRANSFERABILITY:** This Plan is not transferable by you, and may not be assigned by you.

**MANUFACTURER'S RESPONSIBILITIES:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

#### **WHAT IS NOT COVERED:**

##### **The Plan does not cover:**

**1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing conditions occurring before the time it was established as the covered product; and 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the covered product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the covered product.**

##### **Further, Covered Product does not include and the Plan does not cover:**

**1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to you from anyone other than us; 3> Battery chargers (one standard charger will be provided with Replacement Device on approved claims for replacement of the covered product if the charger has also failed); 4> Any**

**accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers and SIM Card), including but not limited to: color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; and 6> Covered Product that is missing any part or parts.**

**RENEWAL:** This Plan may be renewed at our discretion.

**CANCELLATION:** This Plan is provided on a month-to-month basis and may be cancelled by you at any time for any reason by notifying TracFone Wireless, Inc. You can cancel this Plan at any time for any reason by surrendering it to the dealer from which you purchased this Plan during their store return policy, or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of your account with TracFone Wireless, Inc., or any TracFone Wireless, Inc. feature including Mobile Protect Plus insurance that you purchase in combination with this Plan, for any reason constitutes cancellation of the Mobile Protect Plus program by you, subject to the terms and conditions of this Plan.

**INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, or Wyoming and all other states required by law. If you have filed a claim under this Plan and we fail to pay, provide service or provide you with a refund owed within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

**Limitation of Liability:** In the event of any error, omission or failure by us, the administrator or TracFone Wireless, Inc.

with respect to the Plan or the services provided by us, the administrator or TracFone Wireless, Inc. hereunder, ours, the administrator's and TracFone Wireless Inc.'s RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR, THE ADMINISTRATOR OR TRACFONE WIRELESS, INC. PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR TRACFONE WIRELESS, INC. BELIEVABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR TRACFONE WIRELESS, INC. HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR TRACFONE WIRELESS, INC. PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND TRACFONE WIRELESS, INC., INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Waiver:** No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the covered product. We will post the current claim service fee schedule at [phoneclaim.com/mobileprotect](http://phoneclaim.com/mobileprotect), or by calling 866-598-4874.

**Force Majeure:** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control, and in such event, we may cancel this Plan immediately.

#### **ARBITRATION OR SMALL CLAIMS COURT**

**AGREEMENT: Please read this section carefully. It affects your rights.** For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 866-598-4874. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

##### **1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

##### **2. ARBITRATION PROCESS:**

- a. How to start arbitration.



- Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b.** Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c.** Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

### 3. FEES:

- a.** In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b.** We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

### 4. ARBITRATION DECISION:

- a.** You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b.** If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
- We will pay you the greater of the damages or \$7,500.
  - We will also pay your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c.** We waive any right we have to recover attorney’s fees and expenses from you if we win the arbitration.
- d.** If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

**STATE VARIATIONS:** The following state variations control if inconsistent with any other terms and conditions:

**ARIZONA RESIDENTS:** If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assignees, subcontractors and/or representatives, or to any conditions that the Obligor or dealer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. The fourth sentence of the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the

Plan, less an administrative fee not to exceed ten percent (10%) of the gross amount paid for the Plan or twenty-five dollars (\$25), whichever is less” Item 5> of the second paragraph of the WHAT IS NOT COVERED FOR MOBILE PHONES section is deleted and replaced with the following: 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by you;”

**CALIFORNIA RESIDENTS:** For all products other than home appliances and home electronic products, the Cancellation section is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro-rata refund, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been made or repairs that have been made.

**CONNECTICUT RESIDENTS:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. In the event your covered product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

**FLORIDA RESIDENTS:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA RESIDENTS:** We may only cancel this Plan before the end of its monthly term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and will conform to the requirements of Official Code of Georgia Annotated (“O.C.G.A.”) 33-24-44. If this Plan is cancelled prior to the expiration of its monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The fourth sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less.” This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**NEVADA RESIDENTS:** If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or

material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. In the fourth sentence of the Cancellation provision, “administrative fee” is deleted and replaced with “cancellation fee”. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 866-598-4874 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. The following language is added to item 5> of the second paragraph of the What Is Not Covered FOR MOBILE PHONES section: “If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan.”

**NEW HAMPSHIRE RESIDENTS:** Contact us at 866-598-4874 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**NEW JERSEY RESIDENTS:** This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**NEW MEXICO RESIDENTS:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may not cancel this Plan prior to the expiration of the monthly term except for non-payment by you or for violation of any of the terms and conditions of this Plan. The fourth sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not

to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made.”

**OKLAHOMA RESIDENTS:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44198043.

**OREGON RESIDENTS:** The Arbitration Agreement provision of this Plan is replaced with the following: “For the purpose of this Arbitration Agreement, references to “we” and “us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 866-598-4874. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings will be conducted within the state of Oregon.”

**SOUTH CAROLINA RESIDENTS:** Contact us at 866-598-4874 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number

(512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 344.

**Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: “This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation.”

**WASHINGTON RESIDENTS:** If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

**WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If you cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: **“TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION,**

**PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS”;** and (2) subsection 1.(b) is deleted in its entirety.

**WYOMING RESIDENTS:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or TracFone Wireless, Inc., or a substantial breach of duties by you relating to the TracFone Wireless, Inc. service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: “If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “we” and “us” include (1) the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

**To obtain a large-type copy of the terms and conditions of this Plan, please go to [phoneclaim.com/mobileprotect](http://phoneclaim.com/mobileprotect).**

Administered by:

Asurion Warranty Protection Services, LLC  
Asurion Warranty Protection Services of Florida, LLC  
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**545 v. TRACM-5 (08/20)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_