

## PROTECT CELL PROTECTION PLAN ("PLAN")

**DEFINITIONS:** "We", "Us" and "Our" shall mean AMT Warranty Corp., the Provider/Obligor, 5800 Lombardo Center, Cleveland, OH 44131, except in Florida where "We", "Us" and "Our" shall mean **Technology Insurance Company, Inc., the Provider/Obligor, FL License #03605, 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038**. In Maine, New Jersey and Pennsylvania, "We", "Us" "Our" and "Dealer" shall mean [\_\_\_\_\_], who is the dealer from whom You purchased the Product. "You" or "Your" shall mean the purchaser of the Product(s) covered by this Plan. "Administrator" shall mean Seabury & Smith, Inc., 1166 Avenue of Americas, New York, NY 10036. "Breakdown" means the mechanical or electrical breakdown of the Product caused by (1) defects in materials or workmanship; or (2) resulting from a power surge, during normal usage of Your Product. "Product" shall mean the mobile phone which you purchased concurrently with and is covered by this Plan.

**WHAT IS COVERED:** In consideration of payment of the Plan price, and subject to all of the terms and conditions of this Plan, We agree to replace Your Product in the event Your Product is rendered inoperable either as a result of Breakdown, or as a result of Accidental Damage from Handling (ADH), if the Product is not covered under any other warranty or service contract.

ADH does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with Your product, it is expected that You will continually use such accessories for protection against damage to Your Product. Abuse is defined as Your intentional non-utilization of protective items during product use, or Your treatment of the product(s) that You have purchased for Your use in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT considered to be ADH, and will not be covered under this Plan.

This Plan does not cover repair or replacement of the Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

**Protect Cell Protection Replacement Plan:** In the event of a claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the Product. Accessories that are not integral to the function of Your Product will NOT be provided with Your replacement Product. Should the replacement model differ from the original, a home charger will also be provided to You. In the event a replacement Product is not available in the same color as Your original Product, a different color model will be provided to You.

**DEDUCTIBLE:** If Your Product is a Camera Phone the deductible under this Plan is \$40.00 for the first claim, \$80.00 for the second claim and \$120 for each subsequent claim thereafter. If Your Product is a Touch Screen Phone or a Smart Phone the deductible under this Plan is \$50.00 for the first claim, \$100.00 for the second claim and 150.00 for each subsequent claims thereafter.

**WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE:** You may call the Administrator at 877 775 3274 toll-free to file a claim. You may also file your claim online at [www.protectcell.com](http://www.protectcell.com) or return to the retail location where You purchased Your Product. You should have Your Plan number available to proceed with your claim. Once you have filed your claim, you will be provided with a claim number for purposes of tracking your claim. You will be provided with instructions regarding your replacement Product including instructions for returning the damaged unit. Failure to return the damaged unit will result in additional charges as follows: \$300.00 for Smart Phones, \$200.00 for Touch Screen Phones and \$100.00 for Camera Phones. **NOTE: THIS PLAN MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** Administrator reserves the right to inspect the Product from time to time. Service will be provided during normal business hours and in the USA only.

**LIMIT OF LIABILITY:** Administrator and Our liability in connection with all claims that You make pursuant to this Plan shall not exceed the retail value of Your Product, as of the purchase date of Your Product, less taxes. In the event the aggregate sum of all claims made by You under this Plan is equal to or exceeds the retail value of Your Product, neither We nor Administrator shall have any further obligation to replace Your Product and You will not be entitled to make any further claims on Your Product.

**NEITHER WE NOR THE ADMINISTRATOR SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.**

### **TERM:**

This Plan does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Except as set forth below, coverage under this Plan begins upon expiration of the shortest portion of the original manufacturer's warranty. If for example, the manufacturer provides a split warranty coverage program wherein the term durations are unequal for parts and labor (e.g., three months of labor and twelve months of parts coverage), and You have purchased a 12 month (365 days) extended service agreement, this Plan shall commence on day 91 when the shortest portion of the manufacturer's warranty ends and will provide labor coverage through day 455.

Power surge coverage and coverage under the ADH plan begins on the date You purchase this Plan. During the manufacturer warranty period, the product manufacturer has primary responsibility for replacement or repair of Your Product, unless the Failure of Your Product resulted from a power surge or is covered under the ADH plan. This Plan shall remain in effect until the expiration date listed on Your Registration Page or until Your Limit of Liability has been exhausted.

**THIS PLAN SHALL TERMINATE COMPLETELY AT THE END OF THE TERM SPECIFIED IN YOUR REGISTRATION PAGE.** All Products replaced under this Plan are the property of Us in their entirety.

**WHAT IS NOT COVERED:** (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S WARRANTY OR SOLD "AS IS;" (C) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND

OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (D) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE; (E) COSMETIC DAMAGE TO YOUR PRODUCT THAT DOES NOT AFFECT THE HANDSET'S PERFORMANCE; (F) IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (G) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE PRODUCT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (H) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (I) ANY UTILIZATION OF THE PRODUCT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (J) LOSS OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA; (K) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS; (L) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT PROVIDED OR SHIPPED BY THE MANUFACTURER; (M) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (N) CONSEQUENTIAL DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS CONTRACT OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS; AND (O) DAMAGE TO HANDSET HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES, NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, THIRD PARTY APPLICATION PROGRAMS OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE OR DATA.

**RENEWAL:** This Plan may at Our discretion be renewed at the expiration of its term. If We offer to renew the Plan, the renewal price quoted will reflect the age of the product and the prevailing Product replacement cost at the time of the renewal.

**TRANSFER OF PLAN:** This Plan may be transferred to any person in the United States by contacting the Administrator at 877 775 3274\_ toll-free.

**GUARANTEE:** This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Plan. Should Administrator or We fail to pay any claim or fail to replace the Product covered under this Plan within sixty (60) days after Product has been returned or, in the event You cancel this Plan, and Administrator or We fail to refund the unearned portion of the Plan price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO PLANS SOLD IN THE STATE OF FLORIDA.**

**CANCELLATION:** You may cancel this Plan at any time. To arrange for cancellation of this Plan, call Administrator at \_877 775 3274\_ toll-free. If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Plan purchase price, whichever is less.

Administrator or We may only cancel this Plan for the following reasons: nonpayment of the Plan contract price, fraud or material misrepresentation. If We cancel this Plan, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

## STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Plan") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.

**ALABAMA ONLY:** If You cancel this Plan and made no claim, this Plan is void and the full purchase price will be refunded to You

**ARIZONA ONLY: Definitions:** "**Consumer**" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "**Service Company**" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "**Service Contract Administrator**" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. Seabury & Smith, Inc. is the Service Contract Administrator and AMT Warranty Corp. is the Service Company for this Plan in Arizona.

**Cancellation:** If Your written notice of cancellation is received prior to the expiration date, we will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the contract. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. No Plan shall be cancelled or voided by Us due to pre-existing conditions, prior use or unlawful acts relating to Your Product, misrepresentation by Us or any of our assignees or ineligibility for Our program due to Your Product being a "Gray Market" import or product.

**CALIFORNIA ONLY:** This Plan may be cancelled by You for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Plan, and cancellation notice is received by the Administrator within thirty (30) days of the date you received the Plan, and You have made no claims against this Plan, you will be refunded the full Plan price; or if your Plan is cancelled by written notice after thirty (30) days from the date you received this Plan, You will be refunded a pro-rated amount of the Plan price, less any claims paid, less an administrative fee of ten percent (10%) of the Plan price or \$25, whichever is less, unless otherwise precluded by law. The Administrator has obtained an insurance policy to insure Our performance under this Plan. Should We or the Administrator fail to pay any claim or fail to replace the Product covered under this Plan within sixty (60) days after the Product has been returned or, in the event that You cancel this Plan, should We or the Administrator fail to refund the unearned portion of the Plan price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**COLORADO ONLY:** Action under this Plan may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Plan may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT ONLY:** The term of Your Plan is automatically extended by the length of time in which Your Product is in the Administrator's custody for repair under the Plan. If Your Plan is a Replacement Plan, it is automatically extended through the time period in which the Product is in transit for inspection, and until the Product is replaced (or equivalent). In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of Your Plan.

The following is added CANCELLATION: provision paragraph one: You may cancel the Contract if You return the product or the product is sold, lost, stolen or destroyed.

**FLORIDA ONLY:** The following is added to the CANCELLATION: provision paragraph three: In the event of cancellation by Us. You shall be entitled to one hundred percent (100%) of the unearned pro-rata premium.

**GEORGIA ONLY:** You may cancel this Plan at any time by notifying the Administrator in writing or by surrendering the Plan to the Administrator, whereupon the Administrator will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. The Administrator is also entitled to cancel this contract at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal, in accordance with section 33-24-44 of the Georgia code.

Letter H under **WHAT IS NOT COVERED:** is deleted and replaced with the following: (H) ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT;

**HAWAII ONLY:** If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

**ILLINOIS ONLY:** The Administrator, AMT Warranty Corp. (and not the dealer or manufacturer), is the obligor of this Plan in the State of Illinois. The Administrator will pay the cost of covered parts and labor necessary to restore the product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear.

**INDIANA ONLY:** Your payment to Us constitutes proof of premium payment to Wesco Insurance Company.

**MICHIGAN ONLY:** If We are unable to perform under this Plan due to a strike or work stoppage at the company's place of business, the effective period of this Plan shall be extended for the period of the strike or work stoppage.

**NEVADA ONLY:** We may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: failure to pay the Plan purchase price; Your conviction of a crime which results in an increase in the service required under this Plan; discovery of fraud or material misrepresentation perpetrated by You in purchasing this Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of the this Plan by You which substantially and materially increases the service requested under this Plan; or a material change in the nature or extent of the service required under the Plan which occurs after the purchase of this Plan, and substantially and materially increases the service required beyond that contemplated at the time of purchase. With respect to each product covered under this Plan, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such product. We may not cancel this Plan until at least fifteen (15) days written notice has been mailed to You. Paid claims will not be considered in calculating any return premium owed.

**NEW HAMPSHIRE ONLY:** In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (800) 852-3416.

**NEW MEXICO ONLY:** We may not cancel this Plan once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Plan; fraud or material misrepresentation by You in purchasing the Plan or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required hereunder.

**NORTH CAROLINA ONLY:** The purchase of a Plan is not required in order to obtain financing. The Administrator may not cancel this Plan except for nonpayment by You, or in violation of any of the terms and conditions of this Plan.

**OKLAHOMA ONLY:** In Oklahoma, this Plan is between the contract holder and the Provider/Obligor. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. **The Cancellation provision in this Plan is hereby deleted and replaced with the following:** You may cancel this Plan at any time by providing notice to Us at the address indicated above. We may cancel this Plan only in the event of fraud or material misrepresentation, Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Plan, You shall receive a full refund of the purchase price. If You cancel

after the first forty-five (45) days of coverage, or have made a claim within the first 45 days, You shall receive a 90% pro rata refund of the purchase price less a cancellation fee equal to the lesser of \$25 or 10% of the unearned pro rata premium. In the event this Plan is cancelled by Us, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price. Refunds owed and not paid within thirty (30) days shall include a ten percent (10%) penalty fee per month.

**OREGON ONLY:** Pursuant to ORS 36.600-36.370 if claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration shall take place in Oregon, unless another location is mutually agreed to, and takes place under Oregon laws.

**SOUTH CAROLINA ONLY:** In order to prevent damage to Your Product, please refer to the owner's manual. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS ONLY:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-512-463-2906 or 1-800-803-9202.

**UTAH ONLY:** We may cancel this Plan by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Plan must be paid in full at the time of purchase; financing is not available for this Plan. This Plan does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Plan. If in an emergency situation and Administrator cannot be reached, the contractholder can proceed with repairs, and the Administrator will reimburse the contractholder or the repairing facility in accordance with the Plan provisions. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building Room 3110, Salt Lake City, UT 84114-6901. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guaranty Association.

**WASHINGTON ONLY:** In the event the Administrator or We cancel this Plan, the Administrator will mail written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Wesco Insurance Company, who insures Our obligations under this Plan, at 1-866-505-4048 or 59 Maiden Lane, 6<sup>th</sup> Floor, New York, NY 10038.

**WISCONSIN ONLY: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Lack of pre-authorization shall be the sole grounds for a claim denial - however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense. Paid claims will not be considered in calculating any return premium owed.

**WYOMING ONLY:** The **Cancellation** section is deleted in its entirety and replaced with the following: This Plan shall require Us to permit the original Purchaser to return this Plan within twenty (20) days of the date the Plan was mailed to the original Purchaser or within ten (10) days if the Plan is delivered to the Purchaser at the time of sale or within a longer time period as otherwise permitted under this Plan. Upon return of the Plan to Administrator or Us within the applicable time period, if no claim has been made under this Plan prior to its return to Administrator or Us, this Plan is void and We shall refund to the original Purchaser, or credit the account of the original Purchaser, with the full purchase price of the Plan. The right to void the Plan provided in this subsection is not transferable and shall apply only to the original Purchaser, and only if no claim has been made prior to its return to Administrator or Us. If We cancel this Plan for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the Product or its use, We will mail a written notice to You at least ten (10) days prior to the cancellation of this Plan. Such notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

In AL, AZ, HI, MD, MN, NV, NM, NY, SC, TX, WA and WY, if You cancel within thirty (30) days of purchasing this Plan, and do not receive a refund within thirty (30) days, Administrator shall apply a penalty fee of ten percent (10%) per month to Your refund.

**ENTIRE CONTRACT:** This Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms unless amended by State Specific Disclosures.



Tel:	1-xxx-xxx-xxxx
Fax:	1-xxx-xxx-xxxx
Email:	_____
Web:	<a href="http://www.protectcell.com">www.protectcell.com</a>