

PROTECT CELL REPURCHASE OPTION PLAN

TERMS AND CONDITIONS

1. INTRODUCTION TO PROTECT CELL REPURCHASE OPTION PLAN

1.1 The Protect Cell Repurchase Option Plan (“Repurchase Plan”) provides its members with an option to sell their personal wireless communications unit covered by the Repurchase Plan (the “Unit”) to Digital Leash, LLC d/b/a Protect Cell and, subject to the conditions and limitations of these Terms and Conditions (“Terms”), be compensated in accordance with the provisions below. The Repurchase Plan may be purchased or acquired online at www.protectcell.com, separately from an Authorized Dealer, or as a component of the Protect Cell Membership Plan.

1.2 Please read the Terms carefully. The Terms are between Digital Leash, LLC d/b/a Protect Cell (“Protect Cell”) and any purchaser or acquirer of the Repurchase Plan (“Plan Member” or “You” or “Your”) and establish and govern the respective rights and obligations of Protect Cell and Plan Member under the Repurchase Plan. Upon Plan Member’s purchase of the Plan, Plan Member accepts, agrees to and shall be bound by the Terms. No employee, agent or representative of Protect Cell or any Authorized Dealer (as defined below) or any employee or representative of an Authorized Dealer is authorized by Protect Cell to (a) make any statement, representation or warranty on behalf of Protect Cell or the Repurchase Plan or provide any other information to Plan Member regarding Protect Cell or the Repurchase Plan that is not expressly contained in the Terms or (b) waive, modify, amend or otherwise alter any provision of the Terms. In the event of any conflict between the Terms and any other statement, information or representation made by Protect Cell, any Authorized Dealer or any of their respective employees, agents or representatives, the Terms shall govern and prevail. The Terms, Your sales receipts for the Plan and the Unit and any Repurchase Plan materials authorized by Protect Cell to be provided to you by an Authorized Dealer (the “Plan Materials”) comprise the entire agreement between You and Protect Cell relating to the Repurchase Plan.

2. PLAN REQUIREMENTS

2.1 The Repurchase Plan is available for purchase only by individuals eighteen (18) years of age or older, subject to the Terms.

2.2 Plan Member must have purchased a Unit from one of Protect Cell’s authorized dealers (each, an “Authorized Dealer”) or must present and retain a copy of the original purchase receipt of the Unit if not purchased from an Authorized Dealer.

3. PLAN OVERVIEW

3.1 Protect Cell hereby grants to Plan Member an option to sell to Protect Cell, and upon Plan Member’s exercise of such option in accordance with the terms of the Repurchase Plan, Protect Cell hereby agrees to buy from Plan Member, the Unit at the Repurchase Price (as defined below), subject to the terms and conditions set forth in these Terms (the “Option”).

3.1.1 Protect Cell has granted the Option to You in consideration of Your payment to Protect Cell of a service fee for the Repurchase Plan (the “Service Fee”) or as part of Your Protect Cell Membership Plan.

3.2 The Repurchase Plan only applies to the original Unit You purchased or owned at the time the Repurchase Plan becomes effective. You may be required to provide the original sales receipt or other verifiable documentary proof of Your purchase of the original Unit when exercising Your rights under the Repurchase Plan.

3.3 The repurchase price for the Unit (“Repurchase Price”) is the amount Protect Cell agrees to pay You for the Unit, if You exercise Your Option under the Plan within the Plan Term (as defined in Section 3.5), subject to the terms and conditions of these Terms. Protect Cell will pay the Repurchase Price in the form of a store credit valid at the Authorized Dealer through which You purchased Your Unit and this Repurchase Plan, or in the form of a rebate check issued after Your purchase of one or more additional products at such Authorized Dealer, or in the form of a check if no store credit or rebate program is available through such Authorized Dealer. The Repurchase Price is based on a percentage of the actual Unit Retail Price for the hardware components of the Unit, not including any additional peripherals, software or services (the “Unit Retail Price”). The Unit Retail Price is calculated before any instant savings applied at the point of purchase or any mail-in rebates or other price discount offers with respect to the Unit that are effective following Your purchase of the Unit. You will be able to view the Repurchase Price applicable to Your Unit at www.protectcell.com for purposes of determining the Repurchase Price.

3.4 The Repurchase Price changes based on both the Period (as defined in Section 3.5) during which the delivery package for the Unit sent to Protect Cell is postmarked, and the condition of the Unit as assessed by Protect Cell in its sole discretion upon its receipt of the Unit.

3.5 The plan term (“Plan Term”) is the period beginning on the date on which You purchase the Repurchase Plan by paying the Service Fee for the Repurchase Plan or by purchasing a Protect Cell Membership Plan, as applicable, (the “Effective Date”) and ends two (2) years after the day You purchased the Repurchase Plan or if acquired as part of a Protect Cell Membership Plan through then end of the Membership Plan, as applicable, (the “Expiration Date”). You may exercise the Option at any time during the Plan Term after an initial 30 day waiting period. The Plan Term is divided into specific time periods (each, a “Period”), as described in the online terms of sale for the Plan or the Plan Materials, which online terms of sale are subject to change, without notice, from time to time at the sole discretion of Protect Cell.

3.6 During the Plan Term, Plan Member may exercise his or her Option by (a) notifying Protect Cell through the Protect Cell website (www.protectcell.com) or by calling 1-877-775-3274, and (b) shipping the Unit to Protect Cell with a postmark date during the Plan Term or the Grace Period (as defined in Section 3.5.1), provided that You are not in breach of any of the provisions of these Terms.

3.6.1 If You fail to exercise the Option during the Plan Term, You shall have thirty (30) days from the Expiration Date to postmark the Unit to Protect Cell (“Grace Period”). If the Unit is postmarked during the Grace Period, Protect Cell will reduce the Repurchase Price

associated with the last Period by 20%, unless Protect Cell in its sole discretion grants an exception as described in Section 5.8.

3.6.2 If Protect Cell receives a Unit in a delivery package that is postmarked after the last day of the Grace Period and Protect Cell has not granted an exception in accordance with Section 5.8, Protect Cell may in its sole discretion consider the Repurchase Plan terminated.

3.7 If You so request, Protect Cell will provide You with a pre-paid postage label for shipping the Unit to Protect Cell that allows two days for delivery either via FedEx Ground or an equivalent package transportation carrier from within the continental United States either (a) through an interface on the Protect Cell website, or (b) through an email link that provides You with the ability to print a shipping label. The Plan Member has the sole responsibility to request a shipping label in advance of any deadlines in these Terms that the Plan Member wishes to meet and to postmark the delivery package for the Unit to Protect Cell within the time required under these Terms. You must pay for and provide Your own shipping label and box if You intend to ship the Unit from outside the continental United States. FedEx or any other shipping entity used by Protect Cell is not and shall not be construed to be an agent of Protect Cell.

3.8 If You use a postage label provided by Protect Cell, the Unit must be shipped to the address specified on the postage label. If you do not use a Protect Cell postage label, the Unit must be shipped to the address specified on Protect Cell's website.

3.9 You bear all risk of loss and damage to the Unit during its shipping, until Protect Cell has actually received the Unit. You have the sole responsibility for packing and shipping the Unit in a manner that ensures that it will not be damaged during its shipment. The risk of loss shall pass to Protect Cell only upon its receipt of the Unit. If material loss or damage occurs to the Unit during shipping, You bear the risk of loss and Your rights under the Terms will automatically terminate without notice.

3.10 Protect Cell will retain all funds paid by You in consideration for the granting of the Option in the event that (a) the Option is not exercised before the end of the Grace Period, or (b) the Unit is considered Substantially Impaired (as defined in Section 4.1.2). Protect Cell's payment of the Repurchase Price to You constitutes fulfillment of all of Protect Cell's obligations under these Terms and terminates the Repurchase Plan.

3.10.1 Protect Cell shall make payment of the Repurchase Price within ten (10) days following Protect Cell's receipt of the Unit, subject to the Condition Assessment set forth in Section 4.1. Upon Protect Cell's successful completion of the Condition Assessment and its subsequent notification to You by e-mail or through a secure area of the Protect Cell website of the successful completion of the Condition Assessment, Protect Cell will acquire from You all rights, titles and interests in the Unit.

3.10.2 You are responsible for paying and accounting for any sales tax that may be applicable to You in Your state of residency for Your sale of the Unit to Protect Cell. Protect Cell makes no representations or warranties regarding Your possible sales tax liabilities for this transaction. All sales tax liabilities for Your sale of the Unit to Protect Cell are solely Your responsibility.

3.11 If You purchased the Repurchase Plan separately from a Protect Cell Membership Plan, You may cancel the Repurchase Plan by delivering notice of cancellation to Protect Cell and You are eligible for (a) a full refund of the Service Fee if you cancel the Repurchase Plan within thirty (30) days after the Effective Date or (b) a full refund of the Service Fee less a processing charge of \$15 if you cancel the Repurchase Plan after thirty (30) days after the Effective Date. If Your Repurchase Plan is acquired as part of Your Protect Cell Membership Plan, You are not entitled to cancel the Repurchase Plan or receive any refund of the Service Fee for the Repurchase Plan component of Your Protect Cell Membership Plan.

4. CONDITION ASSESSMENT OF UNIT AND REPURCHASE PRICE CALCULATION

4.1 If You exercise the Option under this Repurchase Plan in accordance with these Terms, Protect Cell in its sole discretion, or the discretion of any of its agents, reserves the right to adjust the Repurchase Price according to its assessment of the condition of the Unit at the time the Unit is received by Protect Cell (the “Condition Assessment”). As part of the Condition Assessment Protect Cell will document the receipt and condition of the Unit through various means, including, but not limited to, taking a digital photograph of the Unit. Based upon the Condition Assessment, at its sole discretion Protect Cell will classify Your Unit as either “Good” or “Substantially Impaired” according to the criteria described below. PLEASE NOTE that Protect Cell will not make a claim on any warranty, extended warranty, service contract or insurance plan covering the Unit on Your behalf. You must make any warranty, extended warranty, service contract, insurance or other handset protection plan claim prior to sending the Unit to Protect Cell.

4.1.1 A Unit receiving the classification of “Good” is (a) fully functional, with normal visible wear and tear and (b) has been delivered to Protect Cell with substantially all components, peripheral devices and all other accessories that originally shipped with the Unit. If Protect Cell classifies the Unit as Good, no adjustment will be made to the Repurchase Price.

4.1.2 A Unit receiving the classification of “Substantially Impaired” is a Unit having one or more of the following characteristics or conditions: (a) the Unit has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; (b) one or more of the Unit’s components, peripherals, or accessories is missing or damaged and cannot be easily repaired or replaced; (c) the Unit has more than normal visible wear and tear, including, but not limited to, cracks, dents, scratches, dirt and user-added stickers, or (d) the Unit has been recalled by its manufacturer and has not been repaired or replaced prior to Protect Cell’s receipt of the Unit. If Protect Cell classifies the Unit as Substantially Impaired, the Repurchase Price may be reduced by up to 50% or all of the Unit’s conditions or damage described above must be repaired either under Your warranty, extended warranty, service contract or other handset protection plan for the Unit or at Your sole expense prior to sending the Unit to Protect Cell.

4.2 Any percentage change in the Repurchase Price shall be a change based on the entire Repurchase Price, exclusive of any other or prior change made by Protect Cell in the process of calculating the Repurchase Price.

5. OTHER PLAN CONDITIONS

5.1 Time is of the essence and is material to these Terms.

5.2 You assume all obligations and liabilities with respect to the possession of the Unit, and for its use, condition and storage during the Plan Term. You will, at Your own expense, maintain the Unit in good mechanical condition and running order. You agree to comply with all requirements necessary to enforce all rights and remedies under any warranty, extended warranty, service contract or insurance plan covering the Unit, and if the Unit breaks while covered under a warranty, extended warranty or service contract, You agree to cause the warranty or service contract issuer to perform the appropriate repairs before sending the Unit to Protect Cell. Under the Terms of the Repurchase Plan, Protect Cell will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Unit.

5.3 You warrant to Protect Cell that You are the legal and beneficial owner of the Unit as of the Effective Date of the Repurchase Plan. You further warrant that You have purchased the Unit either at the same time as or within thirty (30) days prior to Your purchase of the Repurchase Plan, and agree that the Terms cover only the Unit and NOT any similar or alternative personal wireless communications unit except as specified in Section 5.9. Protect Cell reserves the right to terminate the Repurchase Plan if You cannot prove to Protect Cell's satisfaction that You purchased the Unit within thirty (30) days prior to the Effective Date of the Repurchase Plan.

5.3.1 You may be required to provide to Protect Cell information from and/or copies of Your sales receipt for Your purchase of the Repurchase Plan or a Protect Cell Membership Plan, as applicable, and Your sales receipt for Your purchase of the Unit, as well as any Plan Materials, as a condition to receiving the applicable Repurchase Price under the Repurchase Plan. YOUR ORIGINAL SALES RECEIPT FOR YOUR PURCHASE OF THE REPURCHASE PLAN OR THE PROTECT CELL MEMBERSHIP PLAN, AS APPLICABLE, AND YOUR ORIGINAL SALES RECEIPT FOR YOUR PURCHASE OF THE UNIT AND ANY PLAN MATERIALS SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.

5.3.2 In order to receive the Repurchase Price, the actual technical specifications of the Unit must match the technical specifications, including the serial number, ("Specifications") of the Unit for which you purchased the Repurchase Plan, except as specified in Section 5.9. In cases where the actual Specifications of the Unit You shipped to Protect Cell do not match the Specifications of the Unit covered by the Repurchase Plan, Protect Cell may ask you to provide an original sales receipt for Your purchase of the Unit.

5.4 You hereby agree to remove all personal, confidential, trade secret and/or proprietary information from the Unit prior to shipping the Unit to Protect Cell. By exercising the Option You further agree to hold Protect Cell and its agents, distributors and resellers harmless for any dissemination of such information through the resale by Protect Cell of the Unit.

5.5 You or Your business entity or any other entity must not attempt to purchase more than 25 "Active" Plans from Protect Cell. A Repurchase Plan will be considered Active at all

times between its Effective Date and the last day of its Grace Period or until the Option is exercised. Protect Cell reserves the right to void any Repurchase Plans purchased by the same individual, business or other entity while the individual, business or entity holds 25 or more Active Plans.

5.6 You acknowledge that Protect Cell did not select, manufacture or supply any Units to You and that You have made the selection of the Unit based upon Your own judgment and expressly disclaim any possible reliance upon any statements made by Protect Cell or its agents, other than those contained in these Terms.

5.7 Protect Cell's Repurchase Price calculation methodology are trade secrets and proprietary. Any attempt You may make improperly to obtain that information will result in the Repurchase Plan's termination at Protect Cell's discretion and may subject You to monetary damages and civil liability. Protect Cell in its sole discretion may cause the Repurchase Plan to be terminated as a result of any unauthorized use by You of the Protect Cell website, including but not limited to, data mining, scraping, spidering, robotting, using automated means to access Protect Cell's website for any purpose, transferring of any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or any other computer programming routines that may damage, harm, interfere or expropriate any of Protect Cell's website systems, programs, content, information or application. Such actions, including but not limited to those described above, may also subject You to monetary damages and civil liability.

5.8 If the Unit is being repaired or replaced by a warranty, extended warranty or service contract provider or a manufacturer as the result of a product recall at the time of the Expiration Date, You may qualify for an exemption from the Expiration Date and/or Grace Period at Protect Cell's sole discretion. Your completion of the following steps is required in order to qualify for this exemption:

5.8.1 Notify Protect Cell that the Unit is being repaired under a warranty, extended warranty or service contract or has been recalled by its manufacturer, by e-mail or registered United States Mail, within three (3) days of sending or delivering the Unit for warranty or service contract repair and on a date that is prior to the Expiration Date; and

5.8.2 Send in the Unit to Protect Cell within three (3) days of receiving it from the warranty or service contract issuer or manufacturer; and

5.8.3 In the same package in which You send the Unit to Protect Cell, include the documents for either (a) the warranty or service contract return from the warranty or service contract issuer or (b) the recall from the manufacturer, which identifies the date You sent or delivered the Unit to the warranty issuer or manufacturer and the date You received the repaired Unit from the warranty or service contract issuer or manufacturer.

5.9 Protect Cell at its sole discretion may grant you an exemption from the Specification requirements in Section 5.3.2 if the Unit is replaced by a warranty or service contract provider or a manufacturer as the result of a product recall. To qualify for this exemption, You must complete each of the following steps:

5.9.1 Notify Protect Cell by e-mail or registered United States Mail of the serial number within ten (10) days of receiving the replacement Unit; and

5.9.2 Include a legible copy for the warranty or service contract replacement or recall replacement from the warranty or service contract issuer/manufacturer that clearly identifies the serial number of the original Unit and the serial number of the replacement Unit in the same package in which You send the Unit to Protect Cell.

5.10 You may transfer this Repurchase Plan to an eligible party to whom You sell or gift ownership of the covered Unit during the Plan Term by notifying Protect Cell of the new owner's email address through an interface on Protect Cell's website. Protect Cell may charge You or the transferee up to \$30 for Your transfer of the ownership of this Repurchase Plan.

6. PLAN ADMINISTRATION

6.1 Your rights under these Terms, including, without limitation, the payment of the Repurchase Price, are expressly contingent upon Your full compliance with each of the requirements set forth in these Terms. All eligibility and other matters relating to Your purchase or use of this Repurchase Plan will be determined by Protect Cell in its sole discretion, and each such determination will be binding on You.

7. MISCELLANEOUS

7.1 The Repurchase Plan and the Terms shall be governed by and construed in accordance with the laws of the State of Delaware.

7.2 Whenever possible, each provision of the Terms shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Terms shall be determined to be invalid or unenforceable to any extent under Delaware law, and the extent of such invalidity or unenforceability does not destroy the basis for the bargain between the parties as expressed herein, then (a) such provision shall be deemed severed from the Terms with respect to such circumstance, without invalidating the remainder of the Terms or the application of such provision to other circumstances, and (b) a new valid and enforceable provision, which accomplishes the intent of the parties hereto as evidenced by the provisions so severed, shall be deemed substituted in lieu of the invalid or unenforceable provision.

7.3 The Terms, including any documents referenced herein, represent the entire understanding between Protect Cell and the Plan Member with respect to the Repurchase Plan and supersede any other agreements, statements or representations.

7.4 No waiver by Protect Cell of any breach of this agreement shall be considered as a waiver by Protect Cell of any subsequent breach of the same or any other provision hereof.

7.5 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.

7.6 Protect Cell may, in its sole discretion, change the Terms at any time without notice or liability to You by posting a revised Terms on the Protect Cell website. Any changes

shall take effect immediately, unless otherwise provided. Plan Member may view the current version of these Terms at any time by visiting the Protect Cell website. Plan Member may also obtain a copy of the Terms at an Authorized Dealer or by contacting Protect Cell in accordance with Section 10.1.

7.7 Protect Cell may terminate the Repurchase Plan at any time with or without notice to the Plan Member. In the event of Protect Cell's termination of the Repurchase Plan, Plan Member will be entitled to a pro rata refund of the Service Fee based on the number of days remaining in the Term.

8. ARBITRATION

8.1 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.

8.2 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.

8.3 The arbitrator selected pursuant to Section 8.2 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.

8.4 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.

8.5 Any award made by the arbitrator shall be binding on the Plan Member and Protect Cell and shall be enforceable to the fullest extent of the law.

8.6 Nothing in this Section 8 shall preclude Protect Cell from seeking any injunctive relief in state or federal courts for protection of its intellectual property rights (including such rights of its licensors).

8.7 Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action, multiple plaintiff, consolidated, or similar basis, or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between You and Protect Cell alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

9. DISCLAIMERS; LIMITATION OF LIABILITY

9.1 THE PLAN IS NOT AN INSURANCE POLICY OR A CONTRACT OF INSURANCE OR AN EXTENDED WARRANTY OR SERVICE CONTRACT.

9.2 PLAN MEMBER'S USE OF THE PLAN IS AT THE PLAN MEMBER'S SOLE RISK.

9.3 PROTECT CELL AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS ("PROTECT CELL ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLAN WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4 PROTECT CELL ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (A) THE PLAN WILL MEET PLAN MEMBER'S REQUIREMENTS, (B) THE PLAN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE QUALITY OF ANY SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY PLAN MEMBER FROM MEMBERSHIP IN THE PLAN WILL MEET PLAN MEMBER'S EXPECTATIONS.

9.5 PROTECT CELL 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 PROTECT CELL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM, ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE PLAN, ANY TRANSACTIONS ENTERED VIA USE OF THE PLAN OR ANY OTHER PRODUCTS, SERVICES OR OTHER ITEMS FURNISHED BY PROTECT CELL UNDER THE PLAN.

9.6 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.

10. PROTECT CELL CONTACT INFORMATION

10.1 You may contact Protect Cell by phone at 1-877-775-3274; by email sent through Protect Cell's website at www.protectcell.com; or by writing Protect Cell at 39500 High Pointe Blvd., Suite 250, Novi, MI 48375.