

THE PROTECTCELL MEMBERSHIP PLAN

TERMS AND CONDITIONS

1. MEMBERSHIP PLAN OVERVIEW

- 1.1. The ProtectCell ¹Membership Plan (“Plan”) provides its members with certain benefits and privileges. With the purchase of a membership in the Plan (“Membership”), members are entitled to purchase discounts for certain wireless or technology related products and services and other benefits described below, subject to the conditions and limitations of these Terms and Conditions (“Terms”).
- 1.2. Please read the Terms carefully. The Terms are between Digital Leash, LLC d/b/a ProtectCell (“ProtectCell”) and any purchaser of the Membership (“Member”), and establish and govern the respective rights and obligations of ProtectCell and Member under the Plan. Upon the Member’s purchase of the Membership, the Member accepts and agrees to the Terms and shall be bound by all the Terms. No employee, agent or representative of ProtectCell or any Authorized Dealer (as defined below) is authorized by ProtectCell to make any statement, representation or warranty on behalf of ProtectCell, the Plan or Membership, provide any other information to Member regarding ProtectCell, the Plan or Membership not expressly contained in the Terms or waive any provision of the Terms. In the event of any conflict between the Terms and any other statement, information or representation made by ProtectCell, any Authorized Dealer (as defined below) or any of their respective employees, agents or representatives, the Terms shall prevail.

2. MEMBERSHIP REQUIREMENTS

- 2.1. Membership is available for purchase by all individuals [eighteen (18)] years of age or older, subject to the Terms.
- 2.2. Member must have purchased a wireless or technology related product or service (the “Member Device”) from an authorized dealer (“Authorized Dealer”).
- 2.3. Member must not be in breach of any material term of, or have engaged in fraud with respect to, the Terms or ProtectCell.
- 2.4. ProtectCell reserves the right to accept or reject any purchase of the Membership in the Plan in its sole discretion.

3. PLAN BENEFITS

- 3.1. During the term of the Membership (“Membership Term”), the Plan offers Member various purchase discount benefits or other value added services or products (“Discount Benefits”) summarized below in this Section. Any terms or conditions associated with Discount Benefits are available for review at www.protectcell.com.
 - 3.1.1. Purchase discounts on certain wireless or technology accessories offered by a participating Authorized Dealer from which Member purchased his/her Member Device. ProtectCell may, in its sole discretion, from time to time and without prior notice to Member, add, remove or otherwise modify any of the Discount Benefits offered by the Authorized Dealer. Please see Authorized Dealer for more details and limitations.
 - 3.1.2. Access to ProtectCell’s Rewards Mall located at www.protectcellrewards.com (“ProtectCell Rewards Mall”) offering purchase discounts on merchandise from national retailers, local retailers, restaurant chains among many others. ProtectCell may, in its sole discretion, from time to time and without prior notice to Member, modify the Discount Benefits offered at the ProtectCell Rewards Mall. Please visit ProtectCell Rewards Mall for more details and limitations.
 - 3.1.3. Access to ProtectCell’s web applications, to include applications or Discount Benefits hosted by ProtectCell partners. Member agrees that ProtectCell may, in its sole discretion and without prior notice to Member, share Member’s enrollment information with partner companies for the purposes of delivering web-hosted applications.
 - 3.1.4. Access to other benefits that ProtectCell may, in its sole discretion, offer as part of a bundle of value added services or products.
- 3.2. During the Membership Term, Member is entitled, at his/her request, to receive and use a ProtectCell Certified wireless device or other related technology device (“ProtectCell Device”) for up to 36 months in place of the Member Device subject to the following conditions (“ProtectCell Device Benefits”, and together with Discount Benefits, “Plan Benefits”):
 - 3.2.1. ProtectCell will attempt to provide a ProtectCell Device with similar style and features as the Member Device (of like kind and quality to the Member Device).
 - 3.2.2. If the ProtectCell Device requires a battery charger that is different from the charger associated with the Member Device, ProtectCell will provide such required charger with the ProtectCell Device.
 - 3.2.3. ProtectCell does not guarantee that the ProtectCell Device will be the same color as the Member Device.

- 3.2.4. For each request by Member of a ProtectCell Device, ProtectCell shall charge Member a processing fee in the amount set forth in Schedule I attached hereto (the "Processing Fee"); provided, that ProtectCell reserves the right to charge Member a higher processing fee should the Member want a ProtectCell Device with different features, functionalities or capabilities than the feature, functionalities or capabilities of the Member Device.
- 3.2.5. Member is eligible to receive a ProtectCell Device, if at the time of Member's request of the ProtectCell Device, the Member Device is not eligible for replacement, repair or maintenance service under the Member Device's manufacturer's warranty or an extended warranty or service contract.
- 3.2.6. ProtectCell will deliver the ProtectCell Device to Member at the last known address of Member in ProtectCell's records or the address provided to ProtectCell by Member at the time of his/her request for the ProtectCell Device. ProtectCell will deliver the Device using the method of its choice which typically results in Member receiving the ProtectCell Device within 48 hours of his/her request. ProtectCell reserves the right to offer to Member shipping options for ProtectCells' delivery of the ProtectCell Device to Member, but such other shipping options may increase the cost to the Member to receive delivery of the ProtectCell Device above the Processing Fee in Schedule I] set forth in Schedule I below.
- 3.2.7. Member will accept receipt of the ProtectCell Device when delivered to Member by ProtectCell, unless ProtectCell delivered such ProtectCell Device to Member in error. If, for any reason, Member fails or refuses to accept receipt of the ProtectCell Device when delivered to Member after Member's request for the ProtectCell Device, Member shall not be entitled to a refund of the Membership Fee (as defined below).
- 3.2.8. Upon Member's request for a ProtectCell Device during Membership Term, Member shall be entitled, notwithstanding any cancellation of the Membership by Member pursuant to Section 9.1 below, upon receipt of the ProtectCell Device, to use the ProtectCell Device for up to thirty-six (36) months from the date of ProtectCell's receipt of the Member's request for the ProtectCell Device ("ProtectCell Device Period").
- 3.2.9. Upon delivery of the ProtectCell Device to Member, ProtectCell will provide to Member the applicable manufacturer's instructions on the use of the ProtectCell Device.
- 3.2.10. Member will use the ProtectCell Device in a careful and proper manner and in accordance with the manufacturer's instructions and specifications and the service agreement between Member and the applicable wireless communications service provider.
- 3.2.11. Member agrees that he/she will not:
- 3.2.11.1. deface the ProtectCell Device; or
- 3.2.11.2. assign, rent, sublet, sell, attempt to dispose of, grant any interest in or otherwise transfer the ProtectCell Device to any third party without first contacting ProtectCell.
- 3.2.12. (a) If the ProtectCell Device is not in complete working order when Member receives delivery of the ProtectCell Device or it subsequently malfunctions within 30 days of Member's receipt of the ProtectCell Device, Member shall promptly notify ProtectCell by phone of such malfunction. Provided that Member is then in compliance with these Terms, ProtectCell will provide another ProtectCell Device to Member as soon as commercially practicable, and Member shall have the right to use the subsequently delivered ProtectCell Device for the duration of the ProtectCell Device Period. Member agrees to return to ProtectCell the previously delivered ProtectCell Device that has malfunctioned for inspection by ProtectCell within 5 days after Member receipt of the subsequently delivered ProtectCell Device.
- (b) If the ProtectCell Device malfunctions after 30 days of its receipt by Member, Member shall promptly notify ProtectCell of such malfunction. Provided that Member is then in compliance with these Terms, ProtectCell will provide another ProtectCell Device to Member as soon as commercially reasonable after either (i) Member provides ProtectCell with Member's credit card number to hold for payment of a potential Processing Fee, or (ii) Member has shipped to ProtectCell and ProtectCell has received and inspected the malfunctioning ProtectCell Device and determined that the previously delivered ProtectCell Device does not have a defect, damage or malfunction caused by Member's neglect or misuse of the previously delivered ProtectCell Device. Member agrees to return to ProtectCell the previously delivered ProtectCell Device that has malfunctioned for inspection by ProtectCell within 10 days after Member receipt of the subsequently delivered ProtectCell Device. If Member provides ProtectCell with Member's credit card number to hold for payment of a potential Processing Fee and Member fails to return the malfunctioning ProtectCell Device to ProtectCell within such 10 day period or, after ProtectCell receives the malfunctioning ProtectCell Device from Member, ProtectCell determines that the malfunctioning ProtectCell Device has a defect, damage or malfunction caused by Member's neglect or misuse of the previously delivered ProtectCell Device, ProtectCell shall charge Member's credit card for the applicable Processing Fee in Schedule I.
- 3.2.13. During the ProtectCell Device Period, the ProtectCell Device shall be subject to the same terms, conditions and services provided by any applicable Communications Service Provider with respect to the Member Device under such Communications Service Provider's wireless communications service agreement with Member.
- 3.2.14. At the end of the ProtectCell Device Period, ProtectCell may contact Member regarding the procedures for returning the ProtectCell Device to ProtectCell for recycling.
- 3.2.15. The Member acquires the right to use the ProtectCell Device during the ProtectCell Device Period. During the Membership Term, Member shall not permit any person to perform any service to, or replace any parts of, the ProtectCell Device, without prior written approval from ProtectCell.

4. MEMBERSHIP NUMBER

- 4.1. Upon purchase of the Membership, ProtectCell will issue or cause to be issued, to Member a membership number. The membership number is not transferable and may only be used by the Member to whom the membership number is issued. Member will notify ProtectCell and the Authorized Dealer if Member becomes aware of any unauthorized use of Member's membership number.

5. MEMBERSHIP FEES

- 5.1. Member will pay an upfront enrollment fee ("Membership Fee") upon purchasing the Membership based on the length of the Membership selected by Member and the type of Member Device as set forth in Schedule I attached hereto.
- 5.2. Member will pay the Membership Fee to the Authorized Dealer, for the benefit of ProtectCell, at the time Member purchases the Membership. The Membership Fee is refundable subject to Members' cancellation rights provided in Section 9 below.

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

- 6.1. In the event of any loss, damage, destruction, theft or disappearance of the ProtectCell Device which Member has not previously returned to ProtectCell ("Loss"), Member must immediately, and in any event, no later than within 24 hours of Member becoming aware of such Loss, notify ProtectCell of such Loss.
- 6.2. The Membership Fee set forth in Schedule 1 attached hereto includes a charge for an optional waiver ("Waiver") of Member's responsibility for any Loss. As a result of this Waiver, Member is not responsible for any Loss, regardless of the cause or circumstances subject to 6.3 below. Accordingly, Member will receive the right to use another ProtectCell Device after the payment of the Membership Fees set forth in Schedule 1. If Member desires to be liable for any Loss, Member may decline the Waiver and each Membership Fee set forth on Schedule 1 will be reduced by \$5.
- 6.3. Notwithstanding anything herein to the contrary, the Waiver shall not cover, and the Member shall remain liable to ProtectCell for, any and all Loss resulting from any of the following circumstances: (a) the use or operation of the ProtectCell Device by Member for a purpose or in manner for which it was not designed, (b) intentional, willful or wanton misuse, abuse or mishandling of the ProtectCell Device by Member, (c) violation of any of the Terms by Member or (d) intentional, dishonest, fraudulent or criminal acts by Member.

7. TERM OF MEMBERSHIP

- 7.1. Member must purchase the Membership within the first thirty (30) calendar days of Member's purchase of his or her Member Device from the Authorized Dealer.
- 7.2. Membership will become effective upon Member's payment of the Membership Fee to the Authorized Dealer, for the benefit of ProtectCell, and will remain effective for a period of one (1) year or two (2) years, as selected by Member, from the day Member purchased the Membership.
- 7.3. Upon receipt by ProtectCell of a written request by Member to renew his/her Membership, Membership will be renewed for a period of one (1) year, and Member shall pay to ProtectCell a renewal Membership Fee in the amount of the then current Membership Fee applicable to the Member Device and the Membership Term.
- 7.4. During the Membership Term, if Member transfers a telephone number associated with the Member Device to a new wireless or technology product owned by Member and purchased by Member from the Authorized Dealer, the Membership will become effective with respect to such new wireless or technology product on the fifteenth (15th) day following the date on which such new wireless or technology product is activated for service by the applicable wireless communications service provider. ProtectCell may require proof from Member of any transfer of the telephone number associated with the Member Device to a new wireless or technology.

8. CERTAIN CONDITIONS

- 8.1. Plan Benefits are valid only on eligible purchases at the participating Authorized Dealers and ProtectCell Online Mall.
- 8.2. Plan Benefits have no cash value, may not be redeemed for cash and are not transferable.
- 8.3. For any Plan Benefit to apply, the Membership must be active and available at the time of purchase. Member will NOT be reimbursed retroactively for purchases made without active Membership at the time of purchase.
- 8.4. Discount Benefits will be applied in consideration of all other eligible discounts and deductions (e.g., coupons, seasonal sale discounts, etc.) solely at the discretion of the participating Authorized Dealer or ProtectCell Online Mall retailers, unless specifically stated.
- 8.5. At the time of purchase of the Membership, Member shall submit to the Authorized Dealer, for the benefit of ProtectCell, accurate and current information in connection with the Membership. Such information includes name, address, email address, and telephone number. It shall be Member's responsibility to make any necessary changes to Member's account information so that such information remains accurate and current during the Membership Term and ProtectCell Device Period, as applicable. Member may change his/her account information by (i) updating Member profile data at the ProtectCell Website www.protectcell.com, (ii) contacting ProtectCell at 1.877.775.3274 or (iii) contacting the Authorized Dealer. ProtectCell shall not have any liability for correspondence, mail or e-mail, that is lost, delayed, or misdirected.

9. CANCELLATION; TERMINATION

- 9.1. Member may cancel his/her Membership at any time by delivering a written notice of cancellation to ProtectCell, subject to the following conditions:
- 9.1.1. If Member cancels his/her Membership within thirty (30) days after his/her purchase of the Membership, and Member has not already requested and received a ProtectCell Device, ProtectCell will refund the full Membership Fee.
 - 9.1.2. If Member cancels his/her Membership after thirty (30) days after his/her purchase of the Membership, and Member has not already requested and received a ProtectCell Device, ProtectCell will remit to the Member a prorated refund of the Membership Fee based on the number of days remaining in the Membership Term.
 - 9.1.3. The Member will receive no refund of the Membership Fee if Member has requested and received a ProtectCell Device.
- 9.2. The date on which ProtectCell receives a written cancellation notice from Member shall be the effective date of cancellation of the Membership.
- 9.3. If Member requests the ProtectCell Device and cancels such request after ProtectCell has shipped the ProtectCell Device but before Member receives delivery of the ProtectCell Device, Member will be charged a processing fee as set forth in Schedule I attached hereto, and upon receipt of ProtectCell Device by Member, Member shall immediately return the ProtectCell Device to ProtectCell.
- 9.4. In the event that Member requests a ProtectCell Device and ProtectCell is unable to fulfill delivery of such ProtectCell Device for any or no reason, ProtectCell may cancel this Membership by notifying the Member of such inability and refunding the full Membership Fee to such Member.
- 9.5. ProtectCell may terminate the Membership, without any reason in its sole discretion, including, without limitation, ProtectCell's belief that the continued use of the Membership by the Member would violate any provisions of the Terms, applicable law, or otherwise be harmful to ProtectCell. In the event of any such termination, Member will be entitled to a pro rata refund of the Membership Fee (net of the amount paid to the Authorized Retailer) based on the number of days remaining in the Membership Term; provided, however, that Member must first return to ProtectCell any ProtectCell Device in his/her possession before ProtectCell is obligated to pay such refund.
- 9.6. ProtectCell may terminate the Plan or any or all of the Plan Benefits, in whole or in part, at any time with or without notice to Member, including without limitation, if Member makes a request for the ProtectCell Device with the intent [personally to profit (ie. selling the phone we ship them, giving it to someone else, etc) from use of the ProtectCell Device, Member intentionally causes damage to the ProtectCell Device, or Member intentionally voids or breaches the manufacturer's extended warranty or a service contract covering the Member Device.
- 9.6.1. In the event of ProtectCell's termination of the Plan, Member will be entitled to a pro rata refund of the Membership Fee based on the number of days remaining in the Membership Term.
 - 9.6.2. In the event of ProtectCell's termination of the ProtectCell Device Benefits, at Member's election, ProtectCell will either maintain Member's Plan Benefits until expiration of the term of the Membership or refund the Member a pro rata portion of the Membership Fee for the remaining portion of the Membership Term.
 - 9.6.3. In the event of ProtectCell's termination of any or all of the Discount Benefits, but not the ProtectCell Device Benefits, at ProtectCell's election, ProtectCell will either maintain Member's Plan Benefits until expiration of the term of the Membership or refund the Member a pro rata portion of the Membership Fee for the remaining portion of the Membership Term.
 - 9.6.4. ProtectCell shall have no obligation to pay any refunds payable to Member under this Section 9.5 until ProtectCell has received from Member any ProtectCell Device in such Member's possession.

10. CONTACT INFORMATION

- 10.1. Please contact ProtectCell:
- 10.1.1. By phone at [1.877.775.3274];
 - 10.1.2. By email at www.protectcell.com; or
 - 10.1.3. By writing ProtectCell at 39500 High Pointe Blvd, Suite 250, Novi, MI 48375.

11. CHANGES TO THE TERMS

- 11.1. ProtectCell may, in its sole discretion, change the Terms at any time without notice or liability by posting a revised Terms on the ProtectCell Website. Any changes shall take effect immediately, unless otherwise provided. Member may view the current version of these Terms at any time by visiting the ProtectCell Website. Member may also obtain a copy of the Terms at the Authorized Dealer or by contacting ProtectCell in accordance with Section 10 above.

12. DISCLAIMERS; LIMITATION OF LIABILITY

- 12.1. NONE OF THE PLAN, THE MEMBERSHIP, WAIVER OR ANY OF THE PLAN BENEFITS IS AN INSURANCE POLICY OR A CONTRACT OF INSURANCE OR AN EXTENDED WARRANTY OR SERVICE CONTRACT.
- 12.2. USE OF THE PLAN AND ANY OF THE PLAN BENEFITS IS AT MEMBER'S SOLE RISK. THE PLAN BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 12.3. PROTECTCELL AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS, AND THE AUTHORIZED DEALER ("PROTECTCELL ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLAN AND ANY OF THE PLAN BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 12.4. PROTECTCELL ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE PLAN WILL MEET MEMBER'S REQUIREMENTS, (ii) THE PLAN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY MEMBER FROM MEMBERSHIP IN THE PLAN WILL MEET MEMBER'S EXPECTATIONS.
- 12.5. PROTECTCELL ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROTECTCELL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLAN OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE PLAN; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PLAN'S DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PLAN.
- 12.6. 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.

13. ARBITRATION

- 13.1. 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.
- 13.2. 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.
- 13.3. The arbitrator selected pursuant to Section 13.2 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.
- 13.4. 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.
- 13.5. Any award made by the arbitrator shall be binding on the Member and ProtectCell and shall be enforceable to the fullest extent of the law.
- 13.6. Nothing in this Section 13 shall preclude ProtectCell from seeking any injunctive relief in state or federal courts for protection of its intellectual property rights (including such rights of its licensors).

14. GOVERNING LAW

- 14.1. The Membership, the Plan, the Plan Benefits and the Terms shall be governed by and construed in accordance with the laws of the State of Delaware.

15. MISCELLANEOUS

- 15.1. These Terms, including all documents referenced herein, represents the entire understanding between ProtectCell and the Member with respect to the Plan and the Membership and supersedes any other agreements, statements or representations.
- 15.2. No waiver by ProtectCell of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 15.3. 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.

SCHEDULE I

	<u>Type of Member Device</u>	<u>Membership Term / Membership Fee</u>	<u>Processing Fee for ProtectCell Device</u> (Includes shipping, handling, administrative fees, and Waiver - \$5)
STANDARD	Standard or Feature cell phones that do not require a data package from a wireless carrier, (also encompasses air cards and MiFi Devices)	<ul style="list-style-type: none"> • 2 Year Term: \$99.99 • 1 Year Term: \$59.99 • 3 Payment Plan: \$39.99 • Monthly: \$6.99 	<ul style="list-style-type: none"> • 1st Request: \$50.00 • 2nd Request: \$80.00 <p>After 2nd request, fee does not increase.</p>
SMART	Cell phones or devices that require a data package from the wireless carrier	<ul style="list-style-type: none"> • 2 Year Term: \$129.99 • 1 Year Term: \$84.99 • 3 Payment Plan: \$51.99 • Monthly: \$7.99 	<ul style="list-style-type: none"> • 1st Request: \$80.00 • 2nd Request: \$120.00 <p>After 2nd request, fee does not increase.</p>
PREMIUM	Advanced devices including new launch smart phones and devices that are referenced as tablets, netbooks, or other computing type device.	<ul style="list-style-type: none"> • 2 Year Term: \$199.99 • 1 Year Term: \$129.99 • 3 Payment Plan: \$82.99 • Monthly: \$11.99 	<ul style="list-style-type: none"> • 1st Request: \$150.00 • 2nd Request: \$200.00 <p>After 2nd request, fee does not increase.</p>