

RESPONSE INDEMNITY COMPANY OF CALIFORNIA

Administrative Office: 10151 Deerwood Park Blvd., Building 100, Suite 500
Jacksonville, FL 32256 - (800) 888-2738

**Commercial Inland Marine Communications Equipment
Evidence of Coverage**

Some provisions in this Evidence of Coverage (“Evidence of Coverage”) restrict coverage. Read this entire Evidence of Coverage carefully. It sets forth each party’s rights and duties and what is and is not covered.

In this Evidence of Coverage, the words “you” and “your” refer to the “Insured Subscribers”. The words “we”, “us” and “our” refer to Response Indemnity Company of California.

In this Evidence of Coverage, the words “Authorized Representative” and Digital Leash, LLC d/b/a ProtectCELL, refer to Digital Leash, LLC d/b/a ProtectCELL, 39500 High Pointe Blvd., Suite 250, Novi, MI 48375.

Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.

A copy of the policy under which this Evidence of Coverage is issued is available for your inspection.

I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Evidence of Coverage, we agree to provide the insurance as stated in this Evidence of Coverage on a month to month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

Information About Your Coverage

With regard to all enrollment requests including those which require a predefined Waiting Period, the coverage specified in this Evidence of Coverage begins at 12:01 a.m. on the later of the date of such request or the expiration of any predefined required Waiting Period. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Evidence of Coverage and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

A. WHAT WE INSURE.

1. We insure your Covered Property (as defined in Section IX. DEFINITIONS), for Loss as long as it remains eligible for coverage. In the event of a Loss, our obligation under this Evidence of Coverage is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

B. COVERAGE PLAN

1. We cover your Covered Property for the following cause(s) of loss.
 - i) Physical damage.
 - ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
 - iii) Mechanical or Electrical Failure.

C. PROPERTY NOT COVERED.

The following are not covered:

1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft.
4. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
5. Data, Nonstandard External Media, and Nonstandard Software.
6. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
7. Color face plates or other Non-Covered Accessories.
8. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.
9. Any property you lease, rent or hold for others.

D. PAYMENT OF PREMIUMS.

You will be charged the premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

Equipment Category	One-year Plan, One-time Premium Per Enrolled Wireless Number	Two-year Plan, One-time Premium Per Enrolled Wireless Number
Premium	As indicated on your sales receipt	As indicated on your sales receipt

E. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

1. If you submit your request for enrollment for insurance coverage at Initial Activation: Your coverage under this Evidence of Coverage begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within seven (7) days if your request is not approved.
2. If you submit your request for enrollment for insurance coverage after Initial Activation: Your coverage under this Evidence of Coverage will begin upon our approval and completion of the Waiting Period on the 31st day following the submission of your request for enrollment. We or our Authorized Representative will notify you prior to completion of the Waiting Period if your request is not approved.
3. If you submit your request for enrollment for insurance coverage after the time of Initial Activation: The successful completion of a test call to the Covered Property may be required prior to coverage becoming effective.

Eligibility for enrollment after Initial Activation may be subject to limitation.

II. EXCLUSIONS.

Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:

- A. Indirect or consequential Loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
- B. Loss, damage, or injury to you or to any other person or organization even if caused by you.
- C. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- D. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- E. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
- F. Loss caused by or resulting from expansion or contraction of, or any cosmetic damage to Covered Property, however caused. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the mechanical or electrical function of the Covered Property.
- G. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- H. Loss caused by or resulting from unauthorized repair or replacement.
- I. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- J. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer's warranty.
- K. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- L. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer's recall.
- M. Loss due to Mechanical or Electrical Failure occurring during the term of the manufacturer's warranty.
- N. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- O. Loss or damage to or of antennas, external housings, or casings that does not affect the mechanical or electrical function of the Covered Property.
- P. Loss caused by or resulting from any Computer Virus.

- Q. Loss or damage caused by or through or in consequence of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause. But we will pay for Loss caused by resulting fire, if the fire would be covered under this Evidence of Coverage.
- R. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
- S. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
- T. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- U. Loss caused by or resulting from preventive maintenance or preferential adjustments.
- V. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
- W. Loss caused by or resulting from insects, rodents, or other vermin.

III. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$1,500.00. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of five (5) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period.

In any case, the twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE.

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement or repair is approved by us for each replacement or repair based on the equipment category of the equipment being replaced or repaired.

The applicable deductibles are set forth in the deductible schedule below.

Deductibles and Charges Applicable to Each Replacement or Repair	
	Premium Equipment Category
Deductible	\$199

NOTE: An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Evidence of Coverage, we will make good any Loss covered under this Evidence of Coverage.

- A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
- B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.
- C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
 - 1. Is of like kind and quality;
 - 2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
 - 3. May be a different brand, model or color.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

VI. DUTIES IN THE EVENT OF A LOSS.

- A. In the event that your Covered Property is lost or stolen, you must notify your wireless service provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.
- H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Evidence of Coverage.
- I. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.
- J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

VII. ELIGIBILITY AND CANCELLATION.

A. Cancellation or Non-renewal Provisions.

1. You may cancel coverage under this Evidence of Coverage by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Digital Leash, LLC d/b/a ProtectCELL, 39500 High Pointe Blvd., Suite 250, Novi, MI 48375
2. We may cancel or non-renew this Evidence of Coverage by having a written notice of cancellation or non-renewal mailed or delivered to you, and by delivering notice to the Named Insured in the policy at least:
 - a. Ten (10) days before the effective date if we cancel for nonpayment of premium; or notice is required by applicable law, the appropriate timely notice will be given.
 - b. Forty-five (45) days before the effective date if we cancel or non-renew for any other reason. Except, where longer notice is required by applicable law, the appropriate timely notice will be given.

NOTE: Continued eligibility for this insurance ceases and coverage will automatically terminate upon our 5th replacement or repair of Covered Property during any one twelve (12) month period beginning with the Date of Replacement for the first replacement or repair. We will forward a notice of ineligibility to you, by mail, email or fax at the time of the 5th replacement or repair. You will remain ineligible for a period of twelve (12) months beginning on the Date of Replacement for the 5th replacement or repair. (See Section III.B).

3. Notice to you will be mailed or delivered to your last address known to us or as otherwise authorized by you.
 4. Notice of cancellation or non-renewal will state its effective date, and all insurance under this Evidence of Coverage will end on that date.
 5. If coverage under this Evidence of Coverage is cancelled, you will be refunded any unearned premium due in accordance with applicable law.
 6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.
- ### B. To be and remain eligible for coverage:
1. The Covered Property must be designated by us and eligible for coverage under this Evidence of Coverage. Eligibility may be limited to new equipment that has not been previously activated for service.
 2. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
 3. You must not be in breach of any material term of this Evidence of Coverage, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- ### C. You are responsible for the payment of all premiums, per the terms of this Evidence of Coverage.
- ### D. The insurance provided under this Evidence of Coverage is provided on a month-to-month term basis unless: you or your Covered Property cease to be eligible for coverage.

VIII. ADDITIONAL CONDITIONS.

- A. All claims for Loss under this Evidence of Coverage will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of Response Indemnity Company of California and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Evidence of Coverage due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- D. You may not assign this Evidence of Coverage without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Evidence of Coverage has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
 1. Prior to a Loss.

2. After a Loss, only if, at time of Loss, that party is one of the following:
 - a. Someone covered under this Evidence of Coverage;
 - b. A business firm;
 - i. Owned or controlled by the Insured Subscriber; or
 - ii. That owns or controls the Insured Subscriber; or
 - iii. The Insured Subscriber's tenant. This will not restrict the Insured Subscriber's coverage.

F. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

1. This coverage;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Evidence of Coverage.

G. **ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Evidence of Coverage (Arbitration Agreement) carefully. It affects your rights.**

Most of your concerns about this Evidence of Coverage can be addressed simply by contacting our Authorized Representative at 877.775.3274. In the unlikely event we cannot resolve any disputes, including any claims under this Evidence of Coverage, that you or we may have, **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 THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we" and "us" include our Authorized Representative, Response Indemnity Company of California, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Evidence of Coverage evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Evidence of Coverage.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this contract or program or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Evidence of Coverage was entered into by you and us or that arises after this Arbitration Agreement or Evidence of Coverage is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: ProtectCELL, 39500 High Pointe Blvd., Suite 250, Novi, MI 48375. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting <http://www.adr.org> or by calling 877.495.4185. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: ProtectCELL, 39500 High Pointe Blvd., Suite 250, Novi, MI 48375. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting <http://www.adr.org> or by calling 800.778.7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration proceeding either

by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney's fees and expenses. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

- H. No one may bring legal action, including arbitration, against us under this Evidence of Coverage unless:
 - 1. There has been full compliance with all terms of this Evidence of Coverage; and
 - 2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is the United States and its territories but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- L. We agree that any terms of this Evidence of Coverage not in conformity with applicable law are conformed to comply with such law. If any portion of this Evidence of Coverage is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Evidence of Coverage.
- M. This Evidence of Coverage contains the entire agreement between you and us concerning the insurance afforded. This Evidence of Coverage's terms can be amended or waived only by issuance of a new Evidence of Coverage, or endorsement issued by us and made a part of this Evidence of Coverage.
- N. We retain the right to revise this Evidence of Coverage at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Evidence of Coverage without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Evidence of Coverage.

IX. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.
- B. "Computer Virus" means malicious software that damages, destroys, or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- C. "Evidence of Coverage" means: This Commercial Inland Marine Communications Equipment Insurance Evidence of Coverage.
- D. "Covered Property" as used in this Evidence of Coverage means:
 - 1. Premium devices defined as advanced devices including new launch smart phones and devices that are referenced as tablets, netbooks, or other computing type device.
 - 2. Smart devices defined as Mobile phones or devices that require a data package from the wireless carrier.
 - 3. Standard or Feature mobile phones that do not require a data package from a wireless carrier, which includes air cards and MiFi Devices.
- E. "Data" means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- F. "Date of Loss" is the date on which a Loss to the Covered Property occurs.
- G. "Date of Replacement" is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- H. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- I. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
 - 1. Who have been enrolled in and accepted for coverage under this Evidence of Coverage.
 - 2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
 - 3. Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- J. "Loss" and "Losses" means: a covered loss as provided in Section I.B. Coverage Plans.
- K. "Mechanical or Electrical Failure" means: Failure of "Covered Property" to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.
- L. "Non-Covered Accessories" as used in this Evidence of Coverage means: All accessories not included in the definition of Covered Accessories.
- M. "Nonstandard External Media" means physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- N. "Nonstandard Software" means software, other than Standard Software.
- O. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P. "Service Provider" means: your Wireless carrier
- Q. "Standard External Media" means physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- R. "Standard Software" means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
- S. "Waiting Period" means: the thirty (30) day period that begins on the day you submit your request for enrollment and ends at 12:01a.m. on the 31st day following the receipt of your completed request for coverage.
- T. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

NOTE: A. THIS EVIDENCE OF COVERAGE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

Any questions regarding the coverage provided under this Evidence of Coverage should be directed to our Authorized Representative as follows:

ProtectCELL
39500 High Pointe Blvd., Suite 250
Novi, MI 48375
877.775.3274

ProtectCELL COMPREHENSIVE PROTECTION Terms & Conditions-MSI

Form: PCCPMSI-MBR-12.15.2017

1. ProtectCELL COMPREHENSIVE PROTECTION – PLAN OVERVIEW

A. ProtectCELL Comprehensive Protection (“Plan”) provides its members with certain benefits and privileges. With the purchase of a membership in the Plan (“Membership”), members are entitled benefits described below, subject to the conditions and limitations of these Terms and Conditions (“Terms”). Refer to the sales invoice received from the Authorized Dealer for determination of term and purchase price of the Membership.

B. **Please read the Terms carefully.** The Terms are between Digital Leash, LLC d/b/a ProtectCELL (“ProtectCELL”) and any purchaser of the Membership (“Member”), and establish and govern the respective rights and obligations of ProtectCELL and Member under the Plan. Upon the Member’s purchase of the Membership, the Member accepts and agrees to the Terms and shall be bound by all the Terms. No employee, agent or representative of ProtectCELL or any Authorized Dealer (as defined below) is authorized by ProtectCELL to make any statement, representation or warranty on behalf of ProtectCELL, the Plan or Membership, provide any other information to Member regarding ProtectCELL, the Plan or Membership not expressly contained in the Terms or waive any provision of the Terms. In the event of any conflict between the Terms and any other statement, information or representation made by ProtectCELL, any Authorized Dealer (as defined below) or any of their respective employees, agents or representatives, the Terms shall prevail.

2. MEMBERSHIP REQUIREMENTS

A. Membership is available for purchase by all individuals eighteen (18) years of age or older, subject to the Terms.

B. To be eligible for Plan Benefits (defined below), the Member’s wireless cell phone (the “Member Device”) must have been purchased as a new wireless cell phone from a dealer within the United States authorized by Verizon Wireless, AT&T Mobility, Sprint, or T-Mobile to sell wireless service and devices (“Authorized Dealer”). Any wireless cell phone purchased by the Member in used or refurbished condition is ineligible for Plan Benefits.

C. Tablets and laptops are not eligible devices under the Plan.

D. Member Device must have been purchased within twelve (12) months of the date the Membership was purchased (“Membership Purchase Date”). Proof of purchase will be required at the time a request for a ProtectCELL Device (defined below) is made.

E. Requests under the Plan are subject to a thirty (30) day waiting period from the Membership Purchase Date.

F. Member must not be in breach of any material term of, or have engaged in fraud with respect to, the Terms or ProtectCELL.

G. ProtectCELL reserves the right to accept or reject any purchase of a Membership in its sole discretion.

H. Plan Terms may vary by state.

3. PLAN BENEFITS

A. A Member who purchases the Member Device and Membership Plan may make a request to receive and use a ProtectCELL Certified wireless cell phone (“ProtectCELL Device”) for up to twenty-four (24) months in place of the Member Device (“ProtectCELL Device Benefits,” and “Plan Benefits”), subject to the following conditions:

1) When Member Device and Member Plan are purchased together, on the same date of purchase, a Member may file a request for ProtectCELL Device Benefits at any time, so long as the Membership Plan has not been cancelled, or a request for a return or refund has not been made.

2) Members who purchase the Membership Plan any time after the date of purchase of the Member Device must wait thirty (30) days from the Plan Purchase Date to request and receive a ProtectCELL Device under the Membership Plan.

3) ProtectCELL will attempt to provide a ProtectCELL Device with similar style and features as the Member Device (of like kind and quality to the Member Device).

4) If the ProtectCELL Device requires a battery charger that is different from the charger associated with the Member Device, ProtectCELL will provide such required charger with the ProtectCELL Device.

5) ProtectCELL does not guarantee that the ProtectCELL Device will be the same color as the Member Device.

6) For each request by Member of a ProtectCELL Device, ProtectCELL shall charge Member an administrative fee (the “Administrative Fee”), based upon the features, functionalities and capabilities of the supplied ProtectCELL Device. ProtectCELL reserves the right to perform address or other verification procedures related to the form of payment being tendered by the Member to ensure proper delivery of the device and delivery of benefits under the Plan. ProtectCELL reserves the right to

charge Member a refundable deposit amount up to \$500.00 for each request of a ProtectCELL Device. In the event Member does not return ProtectCELL Device, ProtectCELL shall not be required to contact Member to return ProtectCELL Device and deposit amount is forfeited.

7) ProtectCELL will deliver the ProtectCELL Device to Member at the last known address of Member in ProtectCELL's records or the address provided to ProtectCELL by Member at the time of his/her request for the ProtectCELL Device. Should member request delivery to an address other than the last known address, ProtectCELL reserves the right to request proof of the new address or other address verification. ProtectCELL will deliver the Device using the method of its choice which typically results in Member receiving the ProtectCELL Device within two (2) business days of the request. ProtectCELL reserves the right to offer to Member shipping options for ProtectCELL's delivery of the ProtectCELL Device to Member, but such other shipping options may increase the cost to the Member to receive delivery of the ProtectCELL Device above the Administrative Fee. Should the Member desire delivery to a location other than the last known address of Member in ProtectCELL's records, ProtectCELL reserves the right to perform necessary verification of the identity of the Member or require proof of a change in address.

8) Member will accept receipt of the ProtectCELL Device when delivered to Member by ProtectCELL, unless ProtectCELL delivered such ProtectCELL Device to Member in error. If, for any reason, Member fails or refuses to accept receipt of the ProtectCELL Device when delivered to Member after Member's request for the ProtectCELL Device, Member shall not be entitled to a refund of the Membership Fee (as defined below).

9) Upon Member's request for a ProtectCELL Device, Member shall be entitled, notwithstanding any cancellation of the Membership by Member pursuant to Section 9 below, upon receipt of the ProtectCELL Device, to use the ProtectCELL Device for up to twenty-four (24) months from the date of ProtectCELL's receipt of the Member's request for the ProtectCELL Device ("ProtectCELL Device Period").

10) Upon delivery of the ProtectCELL Device to Member, ProtectCELL will provide to Member the applicable manufacturer's instructions on the use of the ProtectCELL Device.

11) Member will use the ProtectCELL Device in a careful and proper manner and in accordance with the manufacturer's instructions and specifications and the service agreement between Member and the applicable wireless communications service provider.

12) Member agrees to not:

- a) deface the ProtectCELL Device; or
- b) assign, rent, sublet, sell, attempt to dispose of, grant any interest in or otherwise transfer the ProtectCELL Device to any third party without first contacting ProtectCELL.

(1) If the ProtectCELL Device is not in complete working order when Member receives delivery of the ProtectCELL Device or it subsequently malfunctions within fourteen (14) days of Member's receipt of the ProtectCELL Device, Member shall promptly notify ProtectCELL by phone of such malfunction. ProtectCELL will provide a shipping tag to Member for Member to use to return the malfunctioning ProtectCELL device to ProtectCELL. Provided that Member is then in compliance with these Terms, ProtectCELL will provide another ProtectCELL Device to Member upon receiving notification that the shipping tag has been activated, and Member shall have the right to use the subsequently delivered ProtectCELL Device for the duration of the ProtectCELL Device Period. Member agrees to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Member receipt of the subsequently delivered ProtectCELL Device.

(2) If the ProtectCELL Device malfunctions after fourteen (14) 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 Administrative Fee of \$199, 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 seven (7) days after Member receipt of the subsequently delivered ProtectCELL Device. If Member provides ProtectCELL with Member's credit card number to hold for payment of a potential Administrative Fee and Member fails to return the malfunctioning ProtectCELL Device to ProtectCELL within such seven-day (7-day) period or, after ProtectCELL receives the malfunctioning ProtectCELL Device from Member, ProtectCELL determines that the malfunctioning ProtectCELL Device has a defect, damage or malfunction caused by Member's neglect or misuse of the previously delivered ProtectCELL Device, ProtectCELL shall charge Member's credit card for the applicable Administrative Fee.

c) During the ProtectCELL Device Period, the ProtectCELL Device shall be subject to the same terms, conditions and services provided by any applicable Communications Service Provider with respect to the Member Device under such Communications Service Provider's wireless communications service agreement with Member.

13) At the end of the ProtectCELL Device Period, ProtectCELL may contact Member regarding the procedures for returning the ProtectCELL Device to ProtectCELL for recycling. Upon receipt of the ProtectCELL Device by ProtectCELL, ProtectCELL will return the deposit portion of the Administrative Fee to the Member within ten (10) business days.

14) The Member acquires the right to use the ProtectCELL Device during the ProtectCELL Device Period. During the Membership Term, Member shall not permit any person to perform any service to, or replace any parts of, the ProtectCELL Device, without prior written approval from ProtectCELL.

15) **For CA and WA residents only.** In addition to the benefits listed, Members are also provided benefits provided under form RI-CIM-CEP-EOC-CA for CA residents and form LL8079PPC-0309 for WA residents.

4. MEMBERSHIP NUMBER

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

5. MEMBERSHIP FEES

A. Member will pay an upfront enrollment fee ("Membership Fee") including applicable taxes, if any, upon purchasing the Membership Plan based on the length of the Membership selected by Member.

B. Member will pay the Membership Fee and applicable taxes, if any, to Millennial Specialty Insurance (MSI), at the time Member purchases the Membership Plan. Refunds of the Membership Fee and any taxes paid are subject to Members' cancellation rights provided in Section 9 below.

C. The "Membership Plan Purchase Date" is the date the Membership Fee was paid.

D. **Return or Cancellation within Thirty (30) Days of Purchase.** A "Return" is defined as a Member's request to cancel the Membership Plan within thirty (30) days of the Membership Plan Purchase Date, and is subject to approval. Member must deliver to MSI a written request to cancel the plan or contact MSI via phone (844) 788-0873. With an approved Return, the Member will receive all funds paid toward the Membership Fee. A Return will not be approved if a Request has been made against the Membership Plan has been used.

E. **Refund or Cancellation More than Thirty (30) Days after Purchase.** A "Refund" is defined as a customer's request to cancel the Plan made more than thirty (30) days starting from the Purchase Date, and is subject to approval. Member must deliver to MSI, a written request to cancel the Plan or contact MSI via phone (844) 788-0873. With an approved refund, Member will receive a pro-rated refund of the Plan fees and taxes paid on the Purchase Date. A request for Refund may not be approved if a Request has been made against the Plan has been used. All Refunds are approved exclusively by MSI.

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

A. In the event of any loss, damage, destruction, theft or disappearance of the ProtectCELL Device which Member has not previously returned to ProtectCELL (“Loss”), Member must immediately, and in any event, no later than within twenty-four (24) hours of Member becoming aware of such Loss, notify ProtectCELL of such Loss.

B. Notwithstanding anything herein to the contrary, the Member shall remain liable to ProtectCELL for, any and all Loss resulting from any of the following circumstances: (a) the use or operation of the ProtectCELL by Member for a purpose or in manner for which it was not designed, (b) intentional, willful or wanton misuse, abuse or mishandling of the ProtectCELL Device by Member, (c) violation of any of the Terms by Member or (d) intentional, dishonest, fraudulent or criminal acts by Member.

C. Notwithstanding anything herein to the contrary, the Waiver shall not cover, and the You shall remain liable to ProtectCELL for, any and all Loss resulting from any of the following circumstances: (a) the use or operation of the ProtectCELL by You for a purpose or in manner for which it was not designed, (b) intentional, willful or wanton misuse, abuse or mishandling of the ProtectCELL Device by You, (c) violation of any of the Terms by You or (d) intentional, dishonest, fraudulent or criminal acts by You.

7. TERM OF MEMBERSHIP

A. Member must purchase the Membership the same day as Member’s purchase of his or her Member Device from the Authorized Dealer to avoid a thirty-day (30-day) waiting period for Requests under the Membership Plan.

B. Membership will become effective upon Member’s payment of the Membership Fee to MSI, and will remain effective for a period of time of one (1) year, two (2) years, or monthly as selected by Member, from the day Member purchased the Membership.

C. Upon receipt by ProtectCELL of a written request by Member to renew his/her Membership, Membership will be renewed for a period of up to one (1) year, and Member shall pay to MSI a renewal Membership Fee in the amount of the then current Membership Fee applicable and the Membership Term.

D. During the Membership Term, if Member transfers a telephone number associated with the Member Device to a new wireless or technology product owned by Member and purchased by Member from the Authorized Dealer, the Membership will become effective with respect to such new wireless or technology product the date on which such new wireless or technology product is activated for service by the applicable wireless communications service provider. ProtectCELL may require proof from Member of any transfer of the telephone number associated with the Member Device to a new wireless or technology device.

8. CERTAIN CONDITIONS

- A. Plan Benefits are valid only on eligible purchases at the Authorized Dealers.
- B. Plan Benefits have no cash value, may not be redeemed for cash and are not transferable.
- C. For any Plan Benefit to apply, the Membership must be active and available at the time of purchase. Member will NOT be reimbursed retroactively for purchases made without an active Membership at the time of purchase.
- D. At the time of purchase of the Membership, Member shall submit accurate and current information in connection with the Membership. Such information includes name, address, email address, and telephone number. It shall be Member's responsibility to make any necessary changes to Member's account information so that such information remains accurate and current during the Membership Term and ProtectCELL Device Period, as applicable. Member may change his/her account information by (i) updating Member profile data at the ProtectCELL Website www.protectcell.com, (ii) or contacting MSI at (844) 788-0873. ProtectCELL shall not have any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

9. CANCELLATION; TERMINATION

- A. Member may cancel his/her Membership at any time by delivering a written notice of cancellation to MSI, subject to the conditions in Section 5 above.
- B. The date on which MSI provides notification to ProtectCELL shall be the effective date of cancellation of the Membership.
- C. If Member requests the ProtectCELL Device and cancels such request after ProtectCELL has shipped the ProtectCELL Device but before Member receives delivery of the ProtectCELL Device, Member will be charged an Administrative fee, and upon receipt of ProtectCELL Device by Member, Member shall immediately return the ProtectCELL Device to ProtectCELL.
- D. In the event that Member requests a ProtectCELL Device and ProtectCELL is unable to fulfill delivery of such ProtectCELL Device for any or no reason, ProtectCELL may cancel this Membership by notifying Member of such inability and refunding the full Membership Fee to such Member.
- E. ProtectCELL may terminate the Membership, without any reason in its sole discretion, including, without limitation, ProtectCELL's belief that the continued use of the Membership by the Member would violate any provisions of the Terms, applicable law, or otherwise be harmful to ProtectCELL. In the event of any such termination, Member will be entitled to a pro rata refund of the Membership Fee based on the number of days remaining in the Membership Term; provided, however, that Member may be required to first return to ProtectCELL any ProtectCELL Device in his/her possession before ProtectCELL is obligated to pay such refund.

- 1) In the event of ProtectCELL’s termination of the Plan, Member will be entitled to a pro rata refund of the Membership Fee, based on the number of days remaining in the Membership Term.
- 2) In the event of ProtectCELL’s termination of the ProtectCELL Device Benefits, at Member’s election, ProtectCELL will either maintain Member’s Plan Benefits until expiration of the term of the Membership or MSI will refund the Member a pro rata portion of the Membership Fee for the remaining portion of the Membership Term.
- 3) Member may be required to first return to ProtectCELL any ProtectCELL Device in Member’s possession before MSI is obligated to pay any such refunds payable to Member under this Section 9.E.
- 4) ProtectCELL may terminate the Plan or any or all of the Plan Benefits, in whole or in part, at any time with or without notice to Member, including without limitation, if Member makes a request for the ProtectCELL Device with the intent personally to profit (e.g., selling the phone we ship them, giving it to someone else, etc.) from use of the ProtectCELL Device, Member intentionally causes damage to the ProtectCELL Device, or Member intentionally voids or breaches the manufacturer’s extended warranty or a service contract covering the Member Device.

10. HOW TO MAKE A REQUEST

- A. Contact ProtectCELL by phone at (877) 775-3274 between the hours of 9:00 AM and 6:00 PM eastern standard time, or visit www.protectcell.com and log in to your account to make a Request online.
- B. A thirty (30) day waiting period applies to requests under Membership Plans not purchased on the date of purchase of the Member Device.

11. CONTACT INFORMATION FOR REQUESTS

- A. Please contact ProtectCELL:
 - 1) By phone at (877) 775-3274;
 - 2) By email at www.protectcell.com; or
 - 3) By writing ProtectCELL at 39500 High Pointe Blvd, Suite 250, Novi, MI 48375. ATTENTION: Customer Service.

12. CHANGES TO THE TERMS

- A. ProtectCELL may, in its sole discretion, change the Terms at any time without notice or liability by posting revised Terms and Conditions on the ProtectCELL Website.

Any changes shall take effect immediately, unless otherwise provided. Member may view the current version of these Terms at any time by visiting the ProtectCELL Website. Member may also obtain a copy of the Terms by contacting ProtectCELL in accordance with Section 11 above.

13. DISCLAIMERS; LIMITATION OF LIABILITY

A. NONE OF THE PLAN, THE MEMBERSHIP, OR ANY OF THE PLAN BENEFITS IS AN INSURANCE POLICY OR A CONTRACT OF INSURANCE OR AN EXTENDED WARRANTY OR SERVICE CONTRACT.

B. USE OF THE PLAN AND ANY OF THE PLAN BENEFITS IS AT MEMBER’S SOLE RISK. THE PLAN BENEFITS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

C. PROTECTCELL AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS, AND THE AUTHORIZED DEALER (“PROTECTCELL ENTITIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLAN AND ANY OF THE PLAN BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

D. PROTECTCELL ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE PLAN WILL MEET MEMBER’S REQUIREMENTS, (ii) THE PLAN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY MEMBER FROM MEMBERSHIP IN THE PLAN WILL MEET MEMBER’S EXPECTATIONS.

E. PROTECTCELL ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROTECTCELL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLAN OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE PLAN; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PLAN’S DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PLAN.

F. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. ARBITRATION

- A. In the event of any dispute among the parties as to the interpretation of any provision of these Terms or the rights and obligations of any party hereunder, such dispute shall be resolved through binding arbitration as hereinafter provided.
- B. If arbitration is required to resolve a dispute among the parties, the parties will notify the Detroit Regional Office of the American Arbitration Association (“AAA”) located in Southfield, Michigan, and request AAA to select one person to act as the arbitrator for resolution of the dispute.
- C. The arbitrator selected pursuant to Section 14.B. will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all parties to the arbitration proceeding. The arbitrator may use the rules of the AAA for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible.
- D. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the reasonable expenses and costs incurred by any party for its attorneys, advisors and consultants.
- E. Any award made by the arbitrator shall be binding on the Member and ProtectCELL and shall be enforceable to the fullest extent of the law.
- F. Nothing in this Section 14 shall preclude ProtectCELL from seeking any injunctive relief in state or federal courts for protection of its intellectual property rights (including such rights of its licensors).

15. GOVERNING LAW

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

16. MISCELLANEOUS

- A. These Terms, including all documents referenced herein, represent the entire understanding between ProtectCELL and the Member with respect to the Plan and the Membership and supersedes any other agreements, statements or representations.
- B. No waiver by ProtectCELL of any breach of this agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- C. The headings in this agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.