

## ProtectCELL Terms & Conditions – Florida Plan Sales

Form: PCUSAA-SCFL-10012016

### Mobile Device Service Contract Agreement

This Agreement is not a Contract of Insurance.

#### 1. **ProtectCELL COMPLETE – PLAN OVERVIEW**

---

**A.** ProtectCELL Complete (“Plan”) provides You with certain benefits and privileges. With the purchase of this Mobile Device Service Contract Agreement (“Agreement”) for the Plan, You are entitled benefits described below, subject to the conditions and limitations of these Terms and Conditions (“Terms”).

**B.** **Please read the Terms carefully.** The Terms are between Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Suite 500, Jacksonville, FL 32256, 800-888-2738 (“Obligor”) Florida License No. 03698, Digital Leash, LLC d/b/a ProtectCELL 39500 High Pointe Blvd., Suite 250, Novi, MI 48375, 800-940-5662 (“ProtectCELL”) as the Administrator (“Administrator”) and any purchaser of the Agreement (“You” or “Your”), and establish and govern the respective rights and obligations of Obligor, Administrator and You under the Plan. Upon Your purchase of the Agreement, You accept and agree to the Terms and shall be bound by all the Terms. No employee, agent or representative of Obligor, ProtectCELL or any Authorized Dealer (as defined below) is authorized by Obligor or ProtectCELL to make any statement, representation or warranty on behalf of Obligor, ProtectCELL, the Plan or Agreement, provide any other information to You regarding Obligor, ProtectCELL, the Plan or Agreement 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 Obligor, ProtectCELL, any Authorized Dealer (as defined below) or any of their respective employees, agents or representatives, the Terms shall prevail.

#### 2. **AGREEMENT REQUIREMENTS**

---

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

**B.** You must have purchased a wireless or technology related product or service (“Your Device”) from an authorized dealer (“Authorized Dealer”).

**C.** Plans purchased after the date of purchase of Your Device are subject to a 30- day waiting period for requests under Section 3.B.2).

**D.** The date on which You purchase Your Agreement is the plan purchase date (“Plan Purchase Date”).

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

F. Obligor and ProtectCELL reserve the right to accept or reject the purchase of the Agreement and any Plan relating thereto in its sole discretion.

### **3. PLAN BENEFITS**

---

A. After You purchase Your Device and this Agreement, You may make a request to receive and use a ProtectCELL Certified wireless device or other related technology device described in Schedule I, Section 16 below (“ProtectCELL Device”) for up to twenty-four (24) months for wireless cellphone devices (“ProtectCELL Device Benefits,” and “Plan Benefits”), subject to the following conditions:

- 1) When the date You purchase Your Device is the same date as Your Plan Date and You purchase Your Device from the same Authorized Dealer, You may file a request for ProtectCELL Device Benefits at any time, so long as the Agreement has not been cancelled, or a request for a return or refund has not been made.
- 2) If Your Plan Purchase Date is on a date that is any date other than the date You purchased Your Device, You must wait thirty (30) days from the Plan Purchase Date to request and receive a ProtectCELL Device under the Agreement.
- 3) ProtectCELL will attempt to provide a ProtectCELL Device with similar style and features as Your Device (of like kind and quality to Your Device).
- 4) If the ProtectCELL Device requires a battery charger that is different from the charger associated with Your 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 Your Device.
- 6) For each request by You for a ProtectCELL Device, ProtectCELL shall charge You an administrative fee in the amount set forth in Schedule I in Section 16 below (the “Administrative Fee”); provided, that ProtectCELL reserves the right to charge You a higher Administrative Fee should You want a ProtectCELL Device with different features, functionalities or capabilities than the feature, functionalities or capabilities of Your Device. ProtectCELL reserves the right to perform address or other verification procedures related to the form of payment being tendered by You to ensure proper delivery of the device and delivery of benefits under the Plan.
- 7) ProtectCELL will deliver the ProtectCELL Device to Your last known address in ProtectCELL’s records or the address provided to ProtectCELL by You at the time of Your request for the ProtectCELL Device. Should You 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 You receiving the ProtectCELL Device within two business days of Your request. ProtectCELL reserves the right to offer to You shipping options for ProtectCELL's delivery of the ProtectCELL Device to You, but such other shipping options may increase the cost to You to receive delivery of the ProtectCELL Device above the Administrative Fee set forth in Schedule I in Section 16 below. Should You desire delivery to a location other than the last known address of You in ProtectCELL's records, ProtectCELL reserves the right to perform necessary verification of the identity of the You or require proof of a change in address.

8) You will accept receipt of the ProtectCELL Device when delivered to You by ProtectCELL, unless ProtectCELL delivered such ProtectCELL Device to You in error. If, for any reason, You fail or refuse to accept receipt of the ProtectCELL Device when delivered to You after Your request for the ProtectCELL Device, You shall not be entitled to a refund of the Plan Fee or Administrative Fee (as defined below).

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

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

11) You 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 You and the applicable wireless communications service provider.

12) You agree that You will 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 You receive delivery of the ProtectCELL Device or it subsequently malfunctions within fourteen (14) days of Your receipt of the ProtectCELL Device, You shall promptly notify ProtectCELL by phone of such malfunction. ProtectCELL will provide a shipping tag for You to use to return the malfunctioning ProtectCELL device to ProtectCELL. Provided that You are then in compliance with these Terms, ProtectCELL will provide You another

ProtectCELL Device upon receiving notification that the shipping tag has been activated, and You shall have the right to use the subsequently delivered ProtectCELL Device for the duration of the ProtectCELL Device Period. You agree to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Your receipt of the subsequently delivered ProtectCELL Device.

(2) If the ProtectCELL Device malfunctions after fourteen (14) days after You receive it, You shall promptly notify ProtectCELL of such malfunction. Provided that You are then in compliance with these Terms, ProtectCELL will provide You another ProtectCELL Device as soon as commercially reasonable after either (i) You provide ProtectCELL with Your credit card number to hold for payment of a potential Administrative Fee of \$199, or (ii) You have 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 Your neglect or misuse of the previously delivered ProtectCELL Device. You agree to return to ProtectCELL the previously delivered ProtectCELL Device that has malfunctioned for inspection by ProtectCELL within seven (7) days after Your receipt of the subsequently delivered ProtectCELL Device. If You provide ProtectCELL with Your credit card number to hold for payment of a potential Administrative Fee and You fail to return the malfunctioning ProtectCELL Device to ProtectCELL within such seven-day (7-day) period or, after ProtectCELL receives the malfunctioning ProtectCELL Device from You, ProtectCELL determines that the malfunctioning ProtectCELL Device has a defect, damage or malfunction caused by Your neglect or misuse of the previously delivered ProtectCELL Device, ProtectCELL shall charge Your credit card for the applicable Administrative Fee in Schedule I in Section 16 below.

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 Your Device under such Communications Service Provider's wireless communications service agreement with You.

13) At the end of the ProtectCELL Device Period, ProtectCELL may contact You 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 You within 10 business days.

- 14) You acquire the right to use the ProtectCELL Device during the ProtectCELL Device Period. During the Agreement Term, You 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. PLAN NUMBER**

---

Upon purchase of the Agreement, ProtectCELL will issue or cause to be issued to You, a Plan number (“Plan Number”). The Plan Number is not transferable and may only be used by the person to whom the Plan Number is issued. You will notify ProtectCELL and the Authorized Dealer if You become aware of any unauthorized use of Your Plan Number.

#### **5. PLAN FEES**

---

**A.** You will pay an upfront enrollment fee (“Plan Fee”) including applicable taxes, if any, upon purchasing the Plan based on the length of the Agreement selected by You and the type of Your Device as set forth in Schedule I in Section 16 below.

**B.** You will pay the Plan Fee and applicable taxes, if any, to the Authorized Dealer, at the time You purchase the Agreement Plan. Refunds of the Plan Fee and any taxes paid are subject to Your cancellation rights provided in Section 9 below.

**C.** The “Plan Purchase Date” is the date the Plan Fee was paid.

**D. Return or Cancellation within Thirty (30) Days of Purchase.** A “Return” is defined as a Your request to cancel the Agreement within thirty (30) days of the Agreement Purchase Date, and is subject to approval. You must deliver to ProtectCELL, or to the Obligor, should ProtectCELL not be available, a written request to cancel the Plan or contact ProtectCELL or Obligor via phone. With an approved Return, the You will receive all funds paid toward the Plan Fee. A Return will not be approved if a Request has been made against the Plan.

**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 Plan Purchase Date, and is subject to approval. You must deliver to ProtectCELL, or to the Obligor, should ProtectCELL not be available, a written request to cancel the Plan. With an approved Refund, You will receive a pro-rated refund of the Plan Fee and taxes paid on the Plan Purchase Date. A request for Refund may not be approved if a Request has been made against the Plan has been used. A Processing Fee of \$20.00 may be applied to each Refund. All Refunds are approved exclusively by ProtectCELL.

**F. Continuation of Benefits.** Plan benefits will continue so long as You continue to make timely payments as set forth in Schedule 1 in Section 16 below.

#### **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 You have not previously returned to ProtectCELL (“Loss”), You

must immediately, and in any event, no later than within twenty-four (24) hours of You becoming aware of such Loss, notify ProtectCELL of such Loss.

**B.** The Administrative Fee set forth in Schedule 1 in Section 16 below includes a charge for an optional waiver (“Waiver”) of Your responsibility for any Loss. As a result of this Waiver, You are not responsible for any Loss, regardless of the cause or circumstances subject to 6.C. below. Accordingly, You will receive the right to use another ProtectCELL Device after the payment of the Administrative Fee set forth in Schedule 1 in Section 16 below. If You desire not to be liable for any Loss, You may decline the Waiver and each Administrative Fee set forth in Schedule 1 will be reduced by \$5.

**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 AGREEMENT**

---

**A.** You must purchase the Agreement the same day as Your purchase of Your Device from the Authorized Dealer to avoid a thirty-day (30-day) waiting period for Requests under the Plan.

**B.** Your Agreement will become effective upon Your payment of the Plan Fee to ProtectCELL, and will remain effective for a period of time of one (1) year, two (2) years, or monthly as selected by You, from the day You purchased the Agreement.

**C.** Upon receipt by ProtectCELL of a written request by You to renew Your Agreement, Your Agreement will be renewed for a period of up to one (1) year, and You shall pay to ProtectCELL a renewal Plan Fee in the amount of the then current Plan Fee applicable and the Agreement Term.

**D.** During the Agreement Term, if You transfer a telephone number associated with Your Device to a new wireless or technology product owned by You and purchased by You from the Authorized Dealer, the Agreement 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 You of any transfer of the telephone number associated with Your Device to a new wireless or technology device.

## **8. CERTAIN CONDITIONS**

---

**A.** Plan Benefits are valid only on eligible purchases at 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 Agreement must be active and available at the time of purchase. You will NOT be reimbursed retroactively for purchases made without an active Agreement at the time of purchase.

**D.** At the time of purchase of the Agreement, You shall submit accurate and current information in connection with the Agreement. Such information includes name, address, email address, and telephone number. It shall be Your responsibility to make any necessary changes to Your account information so that such information remains accurate and current during the Agreement Term and ProtectCELL Device Period, as applicable. You may change Your account information by (i) updating Your profile data at the ProtectCELL Website [www.protectcell.com](http://www.protectcell.com); or (ii) contacting ProtectCELL via phone at (800) 940-5662. ProtectCELL shall not have any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

**E.** The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.

## **9. CANCELLATION; TERMINATION**

---

**A.** You may cancel Your Agreement at any time by delivering a written notice of cancellation to ProtectCELL, or to the Obligor, should ProtectCELL not be available, subject to the conditions in Sections 5 above.

**B.** The date on which ProtectCELL or the Obligor receives a written cancellation notice from You shall be the effective date of cancellation of the Agreement.

**C.** If You request the ProtectCELL Device and cancels such request after ProtectCELL has shipped the ProtectCELL Device but before You receive delivery of the ProtectCELL Device, You will be charged an Administrative fee as set forth in Schedule I in Section 16 below, and upon receipt of ProtectCELL Device by You, You shall immediately return the ProtectCELL Device to ProtectCELL.

**D.** In the event that You request a ProtectCELL Device and ProtectCELL is unable to fulfill delivery of such ProtectCELL Device for any or no reason, ProtectCELL may cancel this Agreement by notifying You of such inability and refunding the full Plan Fee to You.

**E.** ProtectCELL may terminate the Agreement, without any reason in its sole discretion, including, without limitation, ProtectCELL's belief that the continued use of the Agreement by You would violate any provisions of the Terms, applicable law, or otherwise be harmful to ProtectCELL. In the event of any such termination, You will be entitled to a pro rata refund of the Plan Fee based on the number of days remaining in the Agreement Term; provided, however, that You may be required to first return to ProtectCELL any ProtectCELL Device in Your possession before ProtectCELL is obligated to pay such refund.

1) In the event of ProtectCELL's termination of the Plan, You will be entitled to a pro rata refund of the Plan Fee based on the number of days remaining in the Agreement Term.

2) In the event of ProtectCELL’s termination of the ProtectCELL Device Benefits, at Your election, ProtectCELL will either maintain Your Plan Benefits until expiration of the term of the Agreement or refund You a pro rata portion of the Plan Fee for the remaining portion of the Agreement Term.

3) You may be required to first return to ProtectCELL and ProtectCELL Device in Your possession before ProtectCELL is obligated to pay any such refunds payable to You 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 You, including without limitation, if You make 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, You intentionally cause damage to the ProtectCELL Device, or You intentionally void or breach the manufacturer’s extended warranty or a service contract covering Your Device.

## **10. HOW TO MAKE A REQUEST**

---

**A.** Contact ProtectCELL by phone at 1.800.940.5662 between the hours of 9:00 AM and 6:00 PM eastern standard time, or visit [www.protectcell.com](http://www.protectcell.com) and log in to Your account to make a Request online.

**B.** A thirty-day (30-day) waiting period applies to requests under Plans not purchased on the date of purchase of Your Device.

## **11. CONTACT INFORMATION**

---

**A.** Please contact ProtectCELL:

1) By phone at 1.800.940.5662;

2) By email at [www.protectcell.com](http://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. You may view the current version of these Terms at any time by visiting the ProtectCELL Website. You may also obtain a copy of the Terms at the Authorized Dealer or by contacting ProtectCELL in accordance with Section 11 above.

## **13. DISCLAIMERS; LIMITATION OF LIABILITY**

---

**A.** NONE OF THE PLAN, THE AGREEMENT, WAIVER 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 YOUR 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 YOUR 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 YOU FROM AGREEMENT IN THE PLAN WILL MEET YOUR 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. GOVERNING LAW**

---

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

#### **15. MISCELLANEOUS**

---

**A.** These Terms, including all documents referenced herein, represent the entire understanding between ProtectCELL and You with respect to the Plan and the Agreement and supersedes any other agreements, statements or representations.

- B.** No waiver by Obligor or 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.
- D.** If the Administrator, ProtectCELL, fails to provide services under this Agreement or fulfill the Terms of this Agreement within sixty (60) days You may submit it directly to Obligor at the address indicated above.

**16. SCHEDULE I**

---

- A. 2- Year Term: \$169.99**
- B. 1- Year Term: \$99.99**
- C. Month-to-Month Term: \$9.25**
- D. Administrative Fee: \$199 per request/submission; includes shipping, handling, administrative fees, deposit on rental device (\$5) and Waiver (\$5)**