

AGREEMENT - Consumer Electronics  
This Agreement is not a Contract of Insurance

PLEASE READ THIS AGREEMENT CAREFULLY, as it describes the protection You will receive in return for Your payment of the purchase price of this Agreement and it contains an Arbitration Agreement and Class Action Waiver. You must keep this Agreement, Your sales invoice and receipt from the Selling Retailer for the product You purchased, as You must produce them to obtain service and coverage under this Agreement. You must maintain Your Covered Product as recommended by the manufacturer's owner's manual or product warranty.

NOTICE: (1) THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO EITHER PURCHASE YOUR COVERED PRODUCT OR TO OBTAIN FINANCING; (2) THIS AGREEMENT DOES NOT REPLACE THE MANUFACTURER WARRANTY OR SELLING RETAILER'S LIMITED PRODUCT WARRANTY, IF ANY, ON YOUR COVERED PRODUCT.

I. **DEFINITIONS:**

- (1) "Obligor", "We", "Us" and "Our": The company obligated under this Agreement is 4warranty Corporation, [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (800-867-2216)];
- (2) "You" and "Your": The original purchaser of the Covered Product(s);
- (3) "Administrator": 4warranty Corporation, [10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256 (877-775-3274)];
- (4) "Selling Retailer": The entity selling the Covered Product and this Agreement; and
- (5) "Covered Product": The consumer product(s) with respect to which You purchased this Agreement.

II. **REPLACEMENT PLAN:**

- (1) Term: The term of this Agreement includes the manufacturer's warranty and begins on the date of purchase and continues for the period of 1 year, or until a claim is paid, whichever occurs first. If You purchased this Agreement any time after the original date of purchase of the Covered Product, coverage begins thirty (30) days from the Agreement purchase date. Coverage for mechanical breakdown and covered defects is effective upon the expiration of the shortest portion of the manufacturer's warranty.
- (2) Coverage: We will replace Your Covered Product due to a mechanical or electrical breakdown, including those experienced during normal wear and tear or due to Accidental Damage from Handling ("ADH") as defined below. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. The Covered Product must fail during normal usage. At Our sole option We will replace Your Covered Product with a new or refurbished unit of similar quality and features. The replacement product may at Our option be a future version of Your original Covered Product. The replacement product will include a ninety (90) day warranty providing coverage against manufacturer defects. Coverage does not apply to accessories that are used in conjunction with or to enhance the performance of the Covered Product. In all cases where replacement is not possible You will be paid the current retail value of Your Covered Product not to exceed the purchase price, excluding sales tax, delivery and handling. Any replacement product provided to You as a result of a claim being made under the terms of this Agreement will require Your purchase of a new Agreement to receive coverage for the replacement product.
- (3) Limit of Liability: The limit of liability under the Replacement Plan is the value of the Covered Product at the time of purchase, excluding sales tax, delivery and handling. This Agreement shall expire upon replacement of Your Covered Product or issuance of a compensation check in lieu of replacement.
- (4) What to do when Your Covered Product fails to Operate: Contact the Administrator or return to the Selling Retailer and You will be advised on how to obtain replacement.
  - Contact the Administrator - Call (877) 775-3274 between the hours of 9:00 AM and 12:00 AM Eastern Standard Time or go online to [www.protectcell.com](http://www.protectcell.com).
  - You may be required to provide a credit card number to secure the shipment of Your failed Covered Product to Administrator and pay the applicable deductible, as defined below. If You do not ship Administrator Your failed Covered Product within a reasonable time period, which will be communicated to You at the time of Your claim, Your credit card may be charged a non-return fee of up to \$500.
  - The Administrator will issue You a Request Number. You must ship Your defective item to the Administrator's service facility at: PCTC, 38855 Hills Tech Dr., Ste. 700, Farmington Hills, MI 48331. You will be provided a shipping label and packaging with Your replacement to ship Your defective item. You are responsible for the removal of Apple and Google accounts, Disabling of Find my iPhone and Factory Reset Protection (FRP Lock), where applicable or You may be subject to a fee of up to \$300.00. Products found to be non-defective will be returned to You and Your credit card may be charged for the replacement unit.
  - The replacement unit will be mailed to You at no charge.

III. ACCIDENTAL DAMAGE FROM HANDLING ("ADH"): Your Covered Product is protected against ADH such as drops and liquid spills. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the "What is Not Covered" section of this Agreement. Any resultant damage from this type of treatment is NOT covered by this ADH program. For the purpose of this Agreement, ADH is defined as a single, unexpected, sudden and unintentional event and does not include accumulated damage from continual or multiple events. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. ADH coverage is limited to one (1) Replacement during the term of this Agreement.

IV. WHAT IS NOT COVERED: (A) Products not originally covered by a manufacturer's warranty; (B) Product repairs that should be covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (C) Cleaning; Periodic checkups; preventive maintenance; (D) Any and all pre-existing conditions that occur prior to the effective date of this Agreement and/or any product sold "AS-IS" including but not limited to floor models, demonstrations models, etc; (E) Part or repairs due to normal wear and tear unless tied to a breakdown and items normally designed to be periodically replaced by You during the life of the Covered Product, including but not limited to batteries; (F) Damage from abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product; failure to follow the manufacturer's instructions; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (G) Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (H) Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the Covered Product is at an authorized service center or awaiting parts; (I) Any product used in a commercial setting or rental basis; (J) Failures that occur outside of the 50 states of the United States of America and the District of Columbia; (K) Non-functional or aesthetic parts including but not limited to plastic parts, scratches, peeling & dents; (L) Unauthorized repairs and/or parts; (M) Cost of installation, setup, diagnostic charges; (N) Accessories used in conjunction with a Covered Product; (O) Any other loss other than a covered breakdown; (P) Service where no problem can be found.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ANY DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT, OR WHILE OTHERWISE AWAITING PARTS.

V. CONDITIONS:

Renewal: The Agreement is not renewable.

Transferability: This Agreement is non-transferable.

Deductible: There is a deductible required to obtain service under this Agreement. The deductible fees are listed below:

<u>Retail Value, as determined by Us, of Covered Product</u>	<u>Deductible</u>
\$0-50	\$10
\$51-150	\$20
\$151-250	\$40
\$251-400	\$60
\$401-600	\$80

Territories: The Agreement territory is limited to the United States, including the District of Columbia, only. It does not include any U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, and does not include Canada.

Subrogation: If We pay or render service for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay or render service for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. You will be made whole before We retain any amount We may recover.

Dispute Resolution/Arbitration Agreement and Class Action Waiver: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules

governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) 10151 Deerwood Park Blvd., Building 100, Suite 500, Jacksonville, FL 32256, Attn: Legal or (2) legal@fortegra.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Selling Retailer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Cancellation: You may cancel this Agreement for any reason at any time. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement You must first return to the Selling Retailer for a full refund. If You cancel after thirty (30) days of receipt of Your Agreement, You must first return to the Selling Retailer and You will receive a pro-rata refund based on the time expired less the cost of claims paid. We may not cancel this Agreement except for fraud, material misrepresentation, or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least (30) days prior to cancellation. If We cancel, the return premium is based upon one hundred percent (100%) of the unearned pro-rata premium.

If You selected a monthly payment plan, You may cancel this Agreement for any reason at any time. Coverage will continue to the end of the monthly billing cycle. No refunds will be given.

INSURANCE: THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY "LYNDON SOUTHERN INSURANCE COMPANY", [10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738]. IF THE OBLIGOR FAILS TO PROVIDE SERVICE OR PAY A CLAIM WITHIN SIXTY (60) DAYS YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE INSURER AT THE ABOVE ADDRESS.

STATE REQUIREMENTS AND DISCLOSURES:

Arizona: In the "WHAT IS NOT COVERED" section of this Agreement, exclusion (D) is removed. CANCELLATION section is amended as follows: No claim incurred or paid will be deducted from the amount to be returned in the event of cancellation. Arbitration does not preclude the consumer's right to file a complaint with the [Arizona Department of Insurance Consumer Affairs Division, (800) 325-2548]. Exclusions listed in the Agreement apply once the Covered Product is owned by You.

Arkansas: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned Agreement.

New Mexico: CANCELLATION section is amended as follows: We may not cancel this Agreement without providing You with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this Agreement has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Agreement term or one (1) year, whichever occurs first, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Agreement; 3) You engage in fraud or material misrepresentation in obtaining this Agreement; or 4) You commit any act, omission, or violation of any terms of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned Agreement.