

SPECTRUM MOBILE PROTECTION PLAN SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

This Service Contract is issued to You and includes the Terms and Conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Service Contract enrollment / Coverage Confirmation. This Service Contract covers the Covered Device(s) described on Your proof of coverage, Device Profile, or if applicable, Your receipt or other enrollment documentation ("Coverage Confirmation"). We may require You to provide these documents prior to Your service event.

COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR DEVICE SELLER'S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR DEVICE SELLER FOR HARDWARE FAILURE. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR COVERED DEVICE DURING THIS COVERAGE TIMEFRAME.

DEFINITIONS

Accessories are those items included with Your Covered Device purchase. These may include for smartphone, the device battery, wall charger, and USB charging cable. Accessories are eligible for coverage only when claimed as part of a Covered Device service event.

Administrator means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is The Signal in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P. The address and phone number of each Service Contract Administrator is P.O. Box 47168, Atlanta, GA 30362, 1-877-875-4282.

Covered Device(s) means Your Spectrum Mobile eligible device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Your Covered Device includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or by Us, as well as any subsequent upgrade device purchased or leased by You and registered with (and approved by) Us as a Covered Device.

Device Profile (if applicable) means the personal user account You create with Us to register and manage Your Covered Device(s) and view the details of Your Coverage Confirmation

Manufacturer means Your Covered Device's manufacturer servicing entity.

Price means the amount You paid for this Service Contract as listed on Coverage Confirmation.

Provider means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-875-4282.

Seller is Spectrum Mobile, LLC, the entity that sold You this Service Contract.

We/Us/Our means one or more of the following - this Service Contract Provider, the Administrator, or our third party authorized servicers.

You/Your means the Covered Device(s) owner or lessee under this Service Contract.

WHEN COVERAGE BEGINS AND ENDS

If You purchase this Service Contract at the same time You purchase Your Covered Device(s), this Service Contract begins the date You enroll for coverage.

If You purchase this Service Contract on a date later than the date You purchase Your Covered Device(s), this Service Contract takes affect immediately upon passing a device inspection.

If a Covered Device changes due to a replacement by the device seller, the manufacturer, or Us or due to a device upgrade, coverage ceases on the existing Insured Product and begins on the replacement/upgrade device when You activate the replacement device on Spectrum's mobile network and we approve it for coverage.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a Covered Device. If we disapprove coverage, We will notify you within thirty (30) days of your enrollment and refund any Price collected.

Your coverage start date, term, end date, Price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

For those who purchase month to month coverage or a renewable term option (when offered), this Service Contract is continuous until either cancelled or not renewed by either You or Us.

WHAT IS COVERED

- 1. Mechanical and Electrical Failure (Hardware Services):** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a defect in materials and workmanship, We will arrange to repair or replace the Covered Device. For Covered Devices, this Service Contract includes the Covered Device battery should its capacity hold an electrical charge of less than eighty percent (80%) of its original specifications.



2. **Accidental Damage from Handling:** If during the Service Contract term, You submit a valid claim on Your Covered Device to notify Us of a failure due to accidental damage from handling (“ADH”), We will arrange to repair or replace the Covered Device.

ADH coverage only applies to operational or mechanical failures caused by an accident from handling that results from an unexpected and unintentional external event (example, drops and damage caused by liquid contact).

ADH coverage only is available for smartphones, tablets, and watches.

3. **Technical Support.** During the Service Contract term, We will provide You with technical support resources and tools applicable to Your Covered Device. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), that relate to storing, retrieving, and managing of files; as well as determining when hardware service is required.

Under this Service Contract, We will provide technical support for the following:

- (i) Any Covered Device,
- (ii) The operating system and software applications pre-installed by the manufacturer on the Covered Device,
- (iii) Software applications, branded by the Covered Device manufacturer, including but not limited to word processing, worksheets, and presentation software (“Consumer Software”), and
- (iv) Connectivity issues between the Covered Device and its computer or other supported technology that meets the Covered Device’s connectivity specifications and runs an operating system supported by the Covered Device.

4. In addition, during the Service Contract term, We may provide You with other services specific to Your Covered Device(s). These limited benefits may include (but not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, or promotions. Certain features of these services may not be available on or compatible with all device types.

WHAT IS NOT COVERED

We will not provide service to a Covered Device with failure or damage that results from:

1. The setup, installation, or any data restoration of the Covered Device or the provisioning of equipment during your service event. This includes the removal or disposal of any Covered Device replaced under this Service Contract.
2. Damage caused by (a) misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, including vandalism; (b) exposure to environmental or weather conditions

(including rust or corrosion); (c) acts of God, or other external causes except as described in What Is Covered; and (d) service performed by anyone not authorized by the manufacturer or Us.

3. Operating the Covered Device outside the permitted or intended use as described by the manufacturer.
4. A Covered Device with an altered, defaced, or removed serial number, or a Covered Device modified to alter its functionality or capability without the manufacturer’s written permission.
5. A Covered Device that was lost or stolen.
6. This Service Contract only applies to a Covered Device returned to Us in its entirety.
7. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer.
8. Damage related to a virus or any other type of malware.
9. Damage to Your data, either inputted, stored on, connected to, or processed by Your Covered Device. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
10. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
11. Damage caused by normal wear and tear or which are otherwise due to normal aging of the product.
12. Pre-existing conditions known by You that occurred prior to the coverage start date or defects that are subject to a manufacturer’s warranty or recall.
13. Any other act or result not described as covered by this Service Contract.
14. Support for software other than the native Consumer Software or any manufacturer-branded software designated as “beta”, “prerelease,” or “preview”; third party applications and their interaction with the Covered Device; or server-based applications.
15. Issues that could be resolved with a software upgrade.
16. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Covered Device, or anyone else with an interest in the Covered Device for any purpose, whether acting alone or in collusion with others.
17. Any liability for damage arising from delays or any consequential damages due to a service event.

YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data residing on Your Covered Device(s). DURING A SERVICE EVENT, WE MAY DELETE THE COVERED DEVICE CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible restoring all other software programs, data and passwords.
2. Update software to currently published releases prior to seeking service.
3. As part of a service event, provide information about the symptoms and causes of the issues with the Covered Device.
4. Respond to requests for information, including but not limited to the Covered Device ownership, the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.
5. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the failure or damage occurred. We will deny the service event if You fail to pay any applicable Service Fee as described below or fail to provide information relating to the failure or damage when asked.
6. Follow the instructions We give You, including but not limited to unlocking your device, turning off device location features, resetting the Covered Device to factory settings, removing your data/registration from the Covered Device, refraining from sending devices and accessories that are not subject to repair or replacement, and packing the Covered Device according to the shipping instructions.
7. **Do not open the Covered Device as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on the Covered Device.**
8. You are responsible to protect the Covered Device from further damage and comply with the manufacturer's permitted and intended use.

HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within ninety (90) days of the date of the Covered Device(s) failure.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, including the manufacturer, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

To arrange for service, visit Us at www.fastclaim.com/spectrummobile or contact Us at 1-877-875-4282. We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

We will use new or refurbished parts or replacements for any hardware benefit under this Service Contract that are equivalent to new in performance and reliability.

SERVICE OPTIONS

We will setup service with an authorized servicer / repair center determined by Us based on Your location, the Covered Device's equipment type, and service purchased. Our repair options include:

1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
2. If Your Covered Device qualifies for carry-in service, we either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with you to take Your Covered Device for service and reimburse to you the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.
3. If We determine that your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You.

REPLACEMENT OPTIONS

Should We choose to replace Your failed or damaged Covered Device because either We are unable to repair it, the repair cost exceeds the current retail replacement value of Your Covered Device, or Your Service Contract is a device replacement only plan, We, at our option, will either:

1. Replace Your Covered Device with a new or refurbished, device that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim.



- Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device;
- Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship a replacement device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for service, We will charge the credit card for the authorized amount.

If You are not able to provide a credit card authorization when required, this service option may not be available to You and We will offer to you an alternative service option.

When You receive either the replacement device, cash credit, or settlement, the damaged/unrepairable device becomes Our property should We choose to take possession of the device at Our sole discretion.

You may be responsible to transport Your Covered Device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and Your Covered Device's eligibility to receive a particular method of service.

LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Covered Device or the original Covered Device purchase price, less any applicable Service Fee, that applies to each device repair or replacement (“Maximum Coverage Per Claim”).

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under Spectrum Mobile Protection Plan is two (2) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repairs or replacements will be provided for the remainder of this period.

There are no repair or replacement limits for hardware services claims during the coverage term.

There are no limits for screen-only repair claims during the coverage term.

Service Fee (if applicable)

You will be assessed a non-refundable service fee each time a repair or replacement is completed.

Service Fee Schedule:

| | Group 1 | Group 2 |
|-----------------|--|--|
| ADH Service Fee | Accidental Damage Screen-Only Repair (Smartphones Only): \$29* Accidental Damage Back Glass-Only Repair (Smartphone): \$29* Accidental Damage-All Other: \$40 *Only applies when service is provided by an Assurant-authorized repair center. <i>Plus applicable tax</i> | Accidental Damage Screen-Only Repair (Smartphones Only): \$29* Accidental Damage Back Glass-Only Repair (Smartphone): \$29* Accidental Damage-All Other: \$49 (iPad); \$69 (Apple Watch); \$99 (iPhone/Android) *Only applies when service is provided by an Assurant-authorized repair center. <i>Plus applicable tax</i> |
| | Group 3 | Group 4 |
| | Accidental Damage Screen-Only Repair (Smartphones Only): \$29* Accidental Damage Back Glass-Only Repair (Smartphone): \$29* Accidental Damage-All Other: \$49 (iPad); \$99 (iPhone/Android) *Only applies when service is provided by an Assurant-authorized repair center. <i>Plus applicable tax</i> | Accidental Damage Screen-Only Repair (Smartphones Only): \$29* Accidental Damage Back Glass-Only Repair (Smartphone): \$29* Accidental Damage-All Other: \$199 *Only applies when service is provided by an Assurant-authorized repair center. <i>Plus applicable tax</i> |

TERRITORY

The service options and fees listed above for Covered Device repairs and replacements are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Covered Device or its parts with a comparable device or parts that comply with the local standards of the countries where you request service.

If service is not available in the country where You request it, You are responsible for shipping and handling charges to facilitate service to a country where service is available. You must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

INELIGIBLE FOR COVERAGE

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.

Devices either not registered with Us or approved for coverage by Us as outlined under Covered Device and When Coverage Begins, or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting the Seller at **1-833-224-6603**.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, the Price has been paid, and no service events have been paid, the Service Contract is void and You will receive a full refund. If You cancel this Service Contract within or after the first thirty (30) days, and You incurred a paid claim, We will refund to You the unearned pro rata Price, less any claims paid as of the cancellation date.

If You cancel or do not renew Your service or maintain an active account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) breach of duties by You. If We cancel due to fraud, material misrepresentation or a breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

RENEWAL

For those who purchase either a month to month or other renewable term option, We have the right to non renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the Price and service fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You

may cancel coverage at any time. If You pay the coverage Price after this notification, You agree to these changes.

TRANSFER

This Service Contract is not transferable to another individual or entity.

CHANGES:

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If we adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

OTHER CONDITIONS:

1. If You provide Your electronic address to Us or the Seller, We may electronically deliver all notices, documents and communications related to the Spectrum Mobile Protection Plan to Your electronic address.
2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.

ARBITRATION:

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.



AMERICAN BANKERS INSURANCE COMPANY of FLORIDA

A Stock Insurance Company

Administrative Office: 11222 Quail Roost Drive, Miami, FL 33157-6596 • 305.253.2244

CERTIFICATE OF INSURANCE

INSURING AGREEMENT

We agree to provide coverage for Your technology that is eligible and enrolled for coverage, subject to the terms and conditions set forth in this Certificate, the Master Policy, Your Coverage Confirmation, and any endorsements attached to this Certificate.

A copy of the Master Policy under which this Certificate is issued is available for Your inspection by contacting Us at: 1-877-875-4282.

DEFINITIONS

Accessories are those items included with Your Insured Product purchase. These may include for smartphones, the device battery, wall charger, USB charging cable and SIM card. Accessories are eligible for coverage only when claimed as part of an Insured Product's reported Loss.

Accidental Damage from Handling ("ADH") means an unexpected and unintentional external event that results in physical damage to the Insured Product. The damage shall be beyond Your control or the control of anyone You entrusted with the Insured Product. ADH coverage only applies to operational or mechanical failures such as drops and damage caused by liquid contact.

Consumer Software is software applications, branded by the Insured Product manufacturer, including but not limited to word processing, worksheets, and presentation software.

Coverage Confirmation is Your receipt, proof of purchase, service agreement, or comparable documentation that indicates Your enrollment.

Device Profile (if applicable) means the personal user account You create with Us to register and manage Your Insured Product(s) and view the details of Your Coverage Confirmation.

Group means the Product Owners who enroll in and We accept for coverage under the Master Policy and who also maintain Mechanical and Electrical Breakdown and ADH coverage for the Insured Product under a service and repair program approved by Us.

Insured Product(s) means Your eligible Spectrum Mobile, LLC communication device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. Insured Product also includes its Accessories. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or Us as well as any subsequent upgrade device purchased or leased by You and registered with and approved by Us as an Insured Product.

Loss means an occurrence of a covered claim event, including but not limited to continuous or repeated exposure to substantially

the same general harmful conditions to the Insured Product, while this Certificate is in force.

Malware means any program, applications, scripts or code intended to contaminate data or damage an Insured Product's hardware or software. It includes but is not limited to any of the following: self-replicating viruses, worms, trojans, logic bombs, spyware or other malware. It does not mean defect or programming errors, such as the inability of a program to process any naturally occurring calendar date.

Manufacturer means the entity that designed and produced Your Insured Product.

Master Policyholder ("Policyholder") means Spectrum Mobile, LLC, the organization that holds the Master Policy under which We issued this Certificate.

Mechanical and Electrical Breakdown ("Hardware Services") means the failure of the Insured Product due to a defect in materials and workmanship when operated according to the manufacturer's instructions. Mechanical and Electrical Breakdown does not include Accessories coverage.

Mysterious Disappearance means the vanishing of the Insured Product without either Your or the authorized user's knowledge as to place, time, or manner.

Pre-existing Condition(s) means failures or defects with an Insured Product which You should have reasonably known to be present before coverage begins under this Certificate.

Premium means the amount the Policyholder pays or paid for this coverage.

Product Owner, You, and Your mean the person or entity whose Insured Product(s) is/are covered by this Certificate.

Theft means the unlawful taking or removing of the Insured Product without Your consent and with the intent to deprive You of the Insured Product. This includes burglary and robbery.

We, Us, and Our mean American Bankers Insurance Company of Florida.

WHEN COVERAGE BEGINS AND ENDS

If You were provided this coverage at the same time You purchased Your Insured Product(s), this Certificate begins on either the date of enrollment or the date Spectrum Mobile ships the device to You, whichever is later.

If You were provided this coverage on a date later than the date You purchased Your Insured Product(s), this Certificate takes effect immediately upon passing a device inspection and We approve the device for coverage.

If an Insured Product changes due to a replacement by the device seller, the manufacturer, or Us or due to a device upgrade, coverage ceases on the existing Insured Product and begins on the replacement/upgrade device when You activate the replacement device on Spectrum's mobile network and we approve it for coverage.

To be eligible for coverage under this Certificate, You must be a member of the Group. Your coverage under this Certificate begins upon Our approval. If approved, Your coverage is retroactive to the coverage start date.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as an Insured Product.

Should We disapprove Your coverage, We will notify You in writing within thirty (30) days and refund to the Policyholder any Premium paid.

Your coverage start date, term, end date, deductibles, and other coverage specifics are listed on Your Coverage Confirmation.

For month to month coverage or a renewable term option (when applicable), You also must be an active customer of the Policyholder to be covered under this Certificate. In addition, coverage under this Certificate is continuous until either cancelled or not renewed by either You or Us.

WHAT IS COVERED

We will cover the Insured Product(s) against direct, and sudden Loss, caused by Theft or Mysterious Disappearance.

During the coverage term, We also may provide You with other services specific to Your Insured Product(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, discounts, or promotions. Certain features of these services may not be available on or compatible with all device types.

WHAT IS NOT COVERED

We will not pay a claim due to:

1. The setup, installation, or any data restoration of the Insured Product or the provisioning of equipment during Your service event. This includes the removal or disposal of any Insured Product replaced under this Certificate.
2. Damage caused by:
 - a. Misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Insured Product, including vandalism;
 - b. Exposure to environmental or weather conditions (including rust or corrosion);
 - c. Acts of God, or other external causes except as described in What Is Covered; or
 - d. Service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Insured Product outside the permitted or intended use as described by the manufacturer.

4. An Insured Product with an altered, defaced, or removed serial number, or an Insured Product modified to alter its functionality or capability without the manufacturer's written permission.
5. Coverage only applies to an Insured Product returned to Us in its entirety (excludes Theft or Mysterious Disappearance).
6. Neglect, including when required maintenance and/or cleaning are not performed as specified by the manufacturer.
7. Damage related to any Malware.
8. Damage to Your data, either inputted, stored on, connected to, or processed by Your Insured Product. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
9. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Insured Product.
10. Damage caused by normal wear and tear or which is otherwise due to the normal aging of the Insured Product.
11. Pre-existing Conditions or defects that are subject to a manufacturer's warranty or recall.
12. Support for software other than the native Consumer Software or any Manufacturer-branded software designated as "beta," "prerelease," or "preview"; third party applications and their interaction with the Insured Product; or server-based applications.
13. Issues that could be resolved with a software upgrade.
14. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Insured Product, or anyone else with an interest in the Insured Product for any purpose, whether acting alone or in collusion with others.
15. Voluntary parting with the Insured Product by You or anyone entrusted with the Insured Product, including if induced to do so by any fraudulent scheme, trick, device or false pretense.
16. Illegal trade or confiscation by any governmental authority.
17. Any liability for damage arising from delays or any consequential damages due to a claim.
18. Depreciation or obsolescence.
19. Claims to property held in inventory or held as stock in trade.



- 20. Any other act or result not described as covered under this Certificate.
- 21. ADH.
- 22. Mechanical and Electrical Breakdown

YOUR RESPONSIBILITIES

To file a claim or request support, You agree to comply with each of the terms listed below.

- 1. Back up all software and data that resides on Your Insured Product(s). DURING A CLAIM EVENT, WE MAY DELETE THE INSURED PRODUCT'S CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Insured Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
- 2. Notify Your service provider of any Loss due to Theft or Mysterious Disappearance (when applicable).
- 3. Update software to currently published releases prior to seeking service.
- 4. As part of a claim or request for support, provide information about the symptoms and causes of the issues with the Insured Product.
- 5. Respond to requests for information, including but not limited to Your identification and proof of Insured Product ownership, the Insured Product's serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Insured Product, any error messages displayed, the actions which were taken before the Insured Product experienced the issue and the steps taken to resolve the issue.
- 6. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the Loss occurred. We will deny the claim if You fail to pay any applicable deductible as described below or fail to provide information relating to the failure or damage when asked.
- 7. Follow the instructions We give You:
 - a. For Mechanical and Electrical Breakdown or ADH Loss, this may include unlocking Your device, turning off device location features, resetting the Insured Product to factory settings, removing Your data/mobile wallet/registration from the Insured Product, refraining from sending Us devices and Accessories that are not subject to repair or replacement, and packing the Insured Product according to Our shipping instructions.
 - b. For Theft or Mysterious Disappearance Loss, this may include, enabling the security features on the Insured Product prior to the Loss and turning on lost mode as instructed during the claim process.

- 8. For Loss due to Theft or Mysterious Disappearance, a report of such Loss must be made when instructed by Us to do so:
 - a. To the applicable police authority with jurisdiction; and
 - b. As soon as reasonably possible.

Failure to report the Loss or file a Proof of Loss as stated above may result in a denial of a claim under this Certificate.

- 9. Submit to an examination under oath as well as an examination of the Insured Product either by Us or Our authorized servicer, if requested.
- 10. **Do not open the Insured Product as resulting damage is not covered by this Certificate. Only We, the Manufacturer, or an authorized servicer approved by Us should perform service on the Insured Product.**
- 11. Protect the Insured Product from further damage and comply with the manufacturer's permitted and intended use.

HOW TO FILE A CLAIM AND REQUEST SUPPORT

All claims for service must be reported as soon as reasonably possible. This Certificate covers only those claims reported within ninety (90) days of the date of the Loss.

We may subcontract or assign delivery for elements of Our obligations under this Certificate to third parties, including the Manufacturer, when applicable; however, this does not relieve Us of Our obligations under this Certificate.

To file a claim or request support, visit Us at www.fastclaim.com/spectrummobile or contact Us at 1-877-875-4282. We will assist You to diagnose any technical difficulties that may exist with Your Insured Product. To the extent that Our diagnosis confirms a covered Loss, We will process Your claim and arrange for a repair or replacement service as defined below.

We will use new, refurbished, or recertified parts or replacements for any hardware benefit under this Certificate that is of like kind and quality to the Insured Product.

REPAIR OPTIONS

Should We choose to repair Your Insured Product, We will setup service with an authorized servicer/repair center determined by Us based on Your location, the Insured Product's equipment type, and service purchased. Our repair options include:

- 1. If We determine that the Insured Product requires in-home/on-site service, We will repair the Insured Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Insured Product elsewhere, We will transport it to and from Our repair center.

2. If the Insured Product qualifies for carry-in service, We either will setup a claim for the repair to be performed at an authorized repair center of Our choosing or arrange for You to take the Insured Product for service and reimburse to You the cost for the repair (with applicable receipt) up to the Maximum Coverage Per Claim. You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting the Insured Product to/from the repair center and assume any corresponding cost.
3. If We determine that the Insured Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) to ship the Insured Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Insured Product to You.

REPLACEMENT OPTIONS

Should We choose to replace the failed or damaged Insured Product because either We are unable to repair it or the repair cost exceeds the current retail replacement value of Your Insured Product, We, at Our option, will either:

1. Replace the Insured Product with a new, refurbished, or recertified device that is of like kind and quality to the Insured Product. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement device will not exceed the Maximum Coverage Per Claim;
2. Issue a cash credit equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Policyholder to pay the balance due on the claimed device or may be used by You toward the purchase of any eligible replacement device of Your choice or used to upgrade to another device; or
3. Provide a settlement equal to the value of the replacement device, not to exceed the Maximum Coverage Per Claim.

For advanced replacement, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship a replacement device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for coverage, We will charge the credit card for the authorized amount.

If You are not able to provide a credit card authorization when required, this advanced replacement option may not be available and We will offer to You an alternative service option.

When You receive either the replacement device, cash credit, or settlement, the damaged device becomes Our property should We choose to take possession at Our sole discretion.

You may be responsible for transporting Your claimed device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You as well as an Insured Product's eligibility to receive a particular method of service.

LIMITS OF LIABILITY

A Maximum Coverage Per Claim is the lesser of the replacement value of the Insured Product or the original Insured Product purchase price, less any applicable deductible, that applies to each device repair or replacement (Maximum Coverage Per Claim).

In addition, the following maximum limits apply:

The maximum number of repairs or replacements under Spectrum Mobile Protection Plan is two (2) during any rolling twelve (12) month period beginning with the date of the first repair or replacement. No further repairs or replacements will be provided for the remainder of this period.

TERRITORY

The service options and deductibles listed herein for Insured Product repairs or replacements are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

Service will be limited to those options available (if any) from Us in the country where You request it. Service options, parts availability, response times, and costs may vary according to country. In addition, We may repair or replace the Insured Product or its parts with a comparable device or parts that comply with the local standards of the countries where You request service.

If service is not available in the country where You request it, You are responsible for complying with all applicable import and export laws and regulations.

DEDUCTIBLES

You will be assessed a non-refundable deductible each time a repair or replacement is complete.

Deductible Schedule:

| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|------------|--------------------------|---------------------------|---------------------------|---------------------------|
| Deductible | \$50 plus applicable tax | \$180 plus applicable tax | \$280 plus applicable tax | \$499 plus applicable tax |

SUBROGATION

If We become liable for payment under this Certificate, You will:

1. Assign to Us Your rights of recovery against any:
 - a. person; or
 - b. organization;



2. Give Us whatever assistance that:
 - a. is in Your power; and
 - b. We require to secure such rights; and
3. Do nothing after the Loss to prejudice Our rights.

ASSIGNMENT

This Certificate may not be assigned to another person or entity without Our written consent. We will have no liability under this Certificate in the case of assignment without such written consent.

LEGAL ACTION AGAINST US

No legal action may be brought against Us unless:

1. There has been full compliance with all of the terms and conditions of this Certificate; and
2. The action is brought within two (2) years after You have knowledge of the Loss.

CANCELLATION

You may cancel coverage under this Certificate at any time for any reason by contacting the Policyholder or Us at 1-833-224-6603. We will refund to the Policyholder any unearned Premium paid on a pro-rata basis as of the cancellation date.

We or the Policyholder may cancel the Master Policy under which this Certificate originates by delivering notice to You at least thirty (30) days before the coverage cancellation date.

We may cancel the coverage under this Certificate due to the following circumstances:

1. Cancel immediately for nonpayment of Premium by the Policyholder; if You no longer maintain active service with the Policyholder, are no longer a member of the Group, or if You exhaust Your claim limits. Should You no longer have any benefit available, We will send You notice within thirty (30) days from when You exhaust Your claim limits.
2. Cancel with thirty (30) days notice for discovery of fraud or material misrepresentation by You or any authorized user in obtaining coverage or in the presentation of a claim under this Certificate.

Notice of Cancellation, when required, will be by mail or delivered through electronic communication at Your last known mailing or electronic address on file with Us and will advise You of the reason for coverage cancellation and the cancellation effective date. Proof of mailing or electronic communication will be sufficient proof of notice.

Any unearned Premium paid by the Policyholder at time of cancellation will be calculated pro-rata and refunded to the Policyholder.

CHANGES AND RENEWALS

This Certificate originally issued to You will remain in effect while Your coverage is in force.

Should We change the terms of the Certificate, We may do so by providing You and the Policyholder with at least thirty (30) days notice. This notice will include a revised Certificate, endorsement, brochure, or other evidence indicating a change in the terms and conditions as well as a summary of any material changes. You may cancel coverage at any time. If the Policyholder pays the coverage Price after this notification, the change(s) to the terms will apply.

For those with either a month-to-month or other renewable term option, We have the right to non-renew coverage under this Certificate with thirty (30) days advance written notice to You.

For all other coverage terms, prior to the coverage end date, We at Our option, may choose to offer You a renewal of coverage under this Certificate. However, We are not obligated to do so. We also are not obligated to accept a coverage renewal tendered by You.

TRANSFER

Coverage under this Certificate is not transferable to another individual or entity.

OTHER CONDITIONS

If You provide Your electronic address to Us or the Policyholder as part of Your enrollment, We may electronically deliver all notices, documents and communications related to Spectrum Mobile Protection Plan to Your electronic address. You may opt out of electronic communication at any time.

3. We may choose to offer promotions from time-to-time under this Certificate valued up to the limits regulated under state law.

ARBITRATION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to any State Endorsement of this Certificate for any added requirements

in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive

and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

SAMPLE



CONSENT TO CONDUCT BUSINESS ELECTRONICALLY
Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to Spectrum Mobile Protection. Your consent to this Disclosure applies to all mobile phone numbers listed under Your account ownership. The words “**We**,” “**Us**,” and “**Our**” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “**You**” and “**Your**” mean You, the individual(s) or entity that owns the Contract or an authorized representative. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us**; please call 1-833-224-6603 to purchase or enroll separately.

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

Scope of Communications to Be Provided in Electronic Form. You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

Method of Providing Communications to You in Electronic Form. All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply) sent through an automatic telephone dialing system, or other means; and (4) any other electronic means of delivery permissible under applicable law.

How to Withdraw Consent. You may withdraw Your consent to receive Communications electronically by contacting Us at 1-833-224-6603. Please allow a reasonable period of time to process Your request.

How to Update Your Records. It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-833-224-6603. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

Hardware and Software Requirements. In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account's list of "safe senders;" (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

Requesting Paper Copies. At no additional cost to You, You may request a paper copy of any Communication by contacting Us at 1-877-875-4282.

Severability. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

Acceptance and Consent. You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.



**SPECTRUM MOBILE
UPGRADE PROGRAM
TERMS AND CONDITIONS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND YOUR RIGHTS AS AN EQUIPMENT INSTALLATION PLAN BORROWER OR AUTHORIZED USER AND PARTICIPANT IN THE UPGRADE PROGRAM. BY PARTICIPATING IN THE UPGRADE PROGRAM, YOU ENTER INTO A BINDING AGREEMENT WITH CWORK SOLUTIONS LP, WITH OFFICES AT 625 WILLOW SPRINGS LANE, YORK, PA 17406 AND AGREE TO ALL TERMS AND CONDITIONS OUTLINED BELOW.

1. Definitions.

Credit: The Quote or revalued quote amount credited to You for Your Eligible Device at the time of upgrade.

Device: The cellular device or electronics that are subject to the EIP.

Eligible Device: A Device that is eligible for upgrade benefits under the Upgrade Program.

EIP: The Equipment Installation Plan that allows You to make monthly payments toward the purchase of Your Device.

Spectrum Mobile Protection Plan: The Spectrum Mobile wireless service plan that provides additional coverage for Your Device and is inclusive of the Upgrade Program.

Quote or revalued quote: The value, based on Your Device condition, that CWork will pay to purchase Your Device under the Upgrade Program.

Terms and Conditions: The provisions of this agreement that govern the Upgrade Program.

Upgrade Program: A program included in the Spectrum Mobile Protection Plan designed for Spectrum Mobile customers who have purchased a new Device under an EIP from Spectrum Mobile for use on Spectrum Mobile's network that provides for Device upgrade services.

You and Your: The borrower under the Equipment Installation Plan for the Device covered by the program.

2. Certification.

By enrolling in the Upgrade Program, You certify that:

- a) You are over the age of eighteen (18) and are free to enter into this agreement.
- b) You are lawfully the borrower under the EIP for the Eligible Device.
- c) You agree to surrender ownership rights to Your Eligible Device when You turn it in for an upgrade, and understand that CWork is under no obligation to return that Device to You.
- d) You agree to provide CWork with the information necessary for CWork to remit the Credit for Your benefit to Spectrum Mobile or its assignee creditor.

3. Eligibility.

a) **Program Eligibility.** You must have a Spectrum Mobile Protection Plan, have purchased an Eligible Device from Spectrum Mobile with an EIP, be enrolled in the Spectrum Mobile Protection Plan no later than thirty (30) days from purchase date of the Eligible Device, and regularly pay the monthly Spectrum Mobile Protection Plan charge when due. You must also be current and in good standing with these Upgrade Program Terms and Conditions and the Spectrum Mobile Agreements, defined in Section 8.

b) **Device Eligibility.** The Eligible Device must (i) match the IMEI number identified on the EIP or, at CWork's discretion, any replacement devices provided by Spectrum Mobile or the manufacturer; (ii) power on and operate in a manner consistent with the original manufacturer's specifications for both hardware and software; and (iii) be free from liquid damage and screen cracks. A condition of "Good Working Order" will be determined by CWork in its reasonable discretion. You must have paid a minimum of 50% of the EIP balance for the Device to be eligible for upgrade.

4. Program Term.

The Upgrade Program operates on a month-to-month basis as part of the Spectrum Mobile Protection Plan through Spectrum Mobile. Your right to receive benefits are contingent upon Your continued compliance with the eligibility criteria for the Upgrade Program in Section 3. Your participation in the Upgrade Program will be continuous until such a time as the Spectrum Mobile Protection Plan is cancelled either by You or Spectrum Mobile, as outlined in Section 10.

5. How to Request Program Benefits.

You may request upgrade benefits in the manner Spectrum Mobile makes available to You, which are subject to change. These may include contacting an agent at: a) a participating Spectrum Mobile location; b) Spectrum Mobile at 1-833-224-6603; or c) online via the Spectrum Mobile website at spectrummobile.com. After the upgrade process is initiated, You must turn in Your Eligible Device through an approved channel described in Section 6 to receive Credit.

6. Upgrade and Evaluation Process.

To upgrade Your Eligible Device under the Upgrade Program, You must surrender the Eligible Device and its battery to CWork via one of the available channels, which may include In-Store, Self-Certify or any other channel identified by Spectrum Mobile from time to time. If In-Store or Self-Certify options are available, You must surrender the Eligible Device as follows:

In-Store: If You conduct Your Spectrum Mobile upgrade at a participating Spectrum Mobile store and an authorized Spectrum Mobile representative determines that Your Eligible Device is in Good Working Order, You will turn over Your Eligible Device to Spectrum Mobile. CWork will then remit Your Credit equal to the Quote to Spectrum Mobile to be applied in accordance with the Application of Credit section of these Terms and Conditions.

If the Spectrum Mobile representative reasonably determines that the Eligible Device is not in Good Working Order, You may file a claim for a replacement device under the Spectrum Mobile Protection Plan. If Your claim for a replacement device is approved and You have paid the applicable deductible, You may use the replacement device as Your Eligible Device for Your Upgrade Program benefit. The replacement device's IMEI will be updated on Your EIP Agreement. If You file a claim that is approved and completed under the Spectrum Mobile Protection Plan and begin the upgrade process using Your replacement device, the claim will count towards the Spectrum Mobile Protection Plan's benefit limits.

Self-Certify: If You upgrade at a participating Spectrum Mobile Store and decide to wait to turn in Your Eligible Device, or process Your request for upgrade over the phone or online, You must ship Your Eligible Device to CWork to **be received within twenty-one (21) days** from the date of the upgrade transaction acceptance per the directions provided to You or You may be subject to an unrecovered equipment fee. Your Eligible Device must be properly shipped to avoid damage during transit. CWork will adjust the Quote (revalued quote) provided to You during the self-certification process based upon its evaluation of quality and condition on receipt. CWork will remit Your Credit equal to the Quote or revalued quote to Spectrum Mobile to be applied in accordance with the Application of Credit section of these Terms and Conditions.

Application of Credit: Your Credit will be applied within 3 billing cycles at Spectrum Mobile's sole discretion to one of the following: (a) the EIP for the Eligible Device; (b) Your new Device or accessory purchase; or (c) Your Spectrum Mobile account as a bill credit. In our sole discretion, in lieu of a credit applied by Spectrum Mobile, CWork may issue You a check for the amount of the Credit.

If You ship a Device that matches the IMEI on Your EIP Agreement directly to CWork for an upgrade benefit under the Upgrade Program, but CWork finds that it is not in Good Working Order, the Device will not be considered an Eligible Device. We will contact You and assist You with filing a claim for a replacement device under the Spectrum Mobile Protection Plan. If Your claim for a replacement device is approved and You have paid the applicable deductible, You may use the replacement device as the Eligible Device for Your Upgrade Program benefit.

Ineligible Devices: If You ship a Device to CWork and the IMEI does not match the one identified on Your EIP or, at CWork's discretion, any replacement devices provided by Spectrum Mobile or the manufacturer, the Device will not be considered an Eligible Device, shipping such a Device to CWork will not entitle You to any upgrade benefits, and THE DEVICE WILL NOT BE RETURNED TO YOU. Your shipment of such a Device to CWork constitutes Your agreement to process Your Device under Spectrum Mobile's Trade-in Program terms and conditions. Please see the Trade-in Program terms and conditions at <https://spectrum.cs.assurantdevice.com/terms> for details.

7. Data Security.

It is solely Your responsibility to protect and secure any information that is stored on Your Device. You are responsible for removing data and personal information including, but not limited to, SIM cards, memory cards, passwords, contacts, emails, pictures and calendars. Consult the user's guide to learn how to erase or remove such information. You may keep Your removable memory card. You must reset Your Device to factory settings and disable any passwords or locking features such as Find My iPhone. Failing to do so will make the Device ineligible for an upgrade.

8. Applicability.

This agreement is supplemental to, and separate from, any other agreements You may have with Spectrum Mobile including, but not limited to, its wireless Services Agreement, Spectrum Mobile Terms and Conditions, and the EIP (collectively the "Spectrum Mobile Agreements"). To the extent that these Terms and Conditions conflict with any other provision of any other terms and conditions of the Spectrum Mobile Agreements, the provision(s) in the Spectrum Mobile Agreements shall apply.

9. Transferability and Availability.

This Agreement is non-transferable. The Upgrade Program is available only in the United States.



10. Cancellation.

The Upgrade Program is a program included in the Spectrum Mobile Protection Plan and may not be canceled without cancellation of the Spectrum Mobile Protection Plan. Please see the Spectrum Mobile Protection Plan terms and conditions at fastclaim.com/spectrummobile for details.

If You or Spectrum Mobile cancel Your enrollment in Spectrum Mobile Protection Plan for any reason, You are no longer eligible for benefits or coverage under the Upgrade Program for the Eligible Device and may not re-enroll the same Eligible Device at a later date.

CWork reserves the right to modify these Terms and Conditions or to cancel the Upgrade Program in its entirety at any time, at Our sole discretion. If We materially change the Upgrade Program or these Terms and Conditions in a manner that is materially adverse to You, We will provide You with at least 30 days' written notice of the effective date of the change. In the event the Upgrade Program is cancelled in its entirety by CWork and You are currently eligible for an upgrade, You may receive one benefit under the Upgrade Program prior to the effective date of the cancellation. Cancellation will be effective even if You do not use the upgrade benefit.

11. Waiver of Liability.

IN NO EVENT SHALL CWORK OR SPECTRUM MOBILE OR THEIR RESPECTIVE AGENTS, AFFILIATES, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES arising out of, from, or related to the participation by You in the Upgrade Program regardless of the form of action (including, but not limited to, negligence) and regardless as to whether CWork or Spectrum Mobile has been advised of the possibility of any such loss or damage. In the event a court of competent jurisdiction finds this Section unenforceable, You agree that the extent of CWork's or Spectrum Mobile's liability shall be no more than one hundred dollars (\$100.00).

12. Independent Contractor.

The Upgrade Program in no way constitutes or gives rise to a partnership, joint venture or other relationship between CWork and Spectrum Mobile. CWork operates under these Terms and Conditions as an independent contractor and not as an agent for Spectrum Mobile.

13. Indemnity.

You agree to indemnify and hold CWork and Spectrum Mobile and their respective parents, subsidiaries, affiliates, officers, directors, agents, and employees harmless from any claims or demands, including reasonable attorneys' fees, made by any third parties due to, connected to, or arising out of, the breach of this

agreement, any acts or omissions, or violation of any law or the rights of any third party by You.

14. Dispute Resolution.

You understand that Charter Communications, Inc. not a party to this agreement, and that any disputes that may arise with Charter Communications, Inc. are governed by Your agreement(s) with Charter Communications, Inc. including, and not limited to, the Dispute Resolution and Arbitration provision set forth under the heading "Binding Arbitration" in Your Customer Agreement with Charter Communications, Inc.

15. Mandatory Arbitration Provision.

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS AND WAIVES CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("Rules") in effect at the time the claim is filed. You may obtain a copy of the Rules by calling 1-800-778-7879. Unless You and We otherwise agree, the arbitration will take place in the county and state where You live. We will advance to You either all or part of the fees of the AAA and of the arbitrator. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **IF ANY PORTION OF THIS PROVISION IS DEEMED INVALID OR UNENFORCEABLE, IT SHALL NOT INVALIDATE THE REMAINING PORTIONS OF THE PROVISION, EXCEPT THAT IN NO EVENT SHALL THIS PROVISION BE AMENDED OR CONSTRUED TO PERMIT CLASS ARBITRATION OR ARBITRATION ON BEHALF OF ANY INDIVIDUAL OTHER THAN YOU.** You agree that any arbitration proceeding will only consider Your claims. Claims by or on behalf of other individuals will not be arbitrated in any proceeding that is considering Your claims. **YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION, NEITHER YOU NOR WE WILL HAVE THE RIGHT, EXCEPT AS MAY BE PROVIDED ABOVE, TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. California Residents Only** – Notwithstanding any other terms of the Provision, which otherwise fully apply, Claims seeking statutorily authorized injunctive relief that, if granted, would have the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public may be arbitrated.

16. Notice.

You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide at the time of Your Upgrade Program enrollment. All notices or requests

pertaining to these Terms and Conditions will be in writing and may be sent by any reasonable means including, e.g., by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to Your Device or by email or fax number You provided, or three (3) days after mailing to Your billing address.

17. Waiver; Severability.

The failure of either party to require performance by the other party of any provision of these Terms and Conditions will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision of these Terms and Conditions be taken or held to be a waiver of the provision itself. If any provision of these Terms and Conditions is unenforceable or invalid under any applicable law so held by applicable court decision, such unenforceability or invalidity will not render these Terms and Conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

SAMPLE