

SERVICE CONTRACT/EXTENDED LIMITED WARRANTY

The terms “You”, “Your”, and “Subscriber” refer to the purchaser of this service contract or extended limited warranty (hereinafter referred to as “Agreement”). The terms “Brightstar” “We,” “Us,” “Our”, “Obligor”, “Provider” and “Brightstar” refer to Brightstar Device Protection, LLC. that provides the device protection services under this Agreement.

THIS AGREEMENT IS NOT AN INSURANCE POLICY. PURCHASE OF THIS AGREEMENT IS NOT REQUIRED TO PURCHASE THE DEVICE NOR TO OBTAIN FINANCING FOR THE DEVICE.

Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement. “Covered Product” means the eligible wireless device owned by you and for which the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) is on record with us when the Wireless Device first fails to operate properly. To be considered covered property, the wireless device must have logged outgoing airtime with your wireless service provider after the request for coverage for the Covered Product and within sixty (60) days prior to reporting the Wireless Device failure, and for which You can provide Us proof of ownership.

1. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** If you purchased this Agreement, as stated on the receipt, in Connecticut, the District of Columbia, Florida, Indiana, Louisiana, Maine, Massachusetts, Michigan, New Jersey, North Carolina, Pennsylvania, Rhode Island, or South Dakota, this Agreement is an extended limited warranty. Otherwise, it is a service contract.

2. **COVERAGE:** In exchange for a Service Fee paid in accordance to the Payment Terms, we agree to repair or replace the Wireless Device (“Covered Product”) listed in the Service Contract or Extended Limited Warranty Application (the “Application”) if, under normal conditions and use, the Wireless Device fails to operate properly due to manufacturer’s defects or (the “Covered Causes”). All Wireless Devices replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:

(a) Call (888) 914-3478 within sixty (60) days of the date your Covered Product first fails to operate properly and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Wireless Device information, including the make, model, IMEI/ESN/MEID, description of the Covered

Cause, and if requested by Brightstar, proof of ownership of the Wireless Device and any other reasonably requested documentation and verification.

(b) You must provide all required information pertaining to the Covered Product and Cause within sixty (60) days of initially reporting the claim, and if approved, take possession of the replacement device or have your wireless device repaired within sixty (60) days of the approval.

(c) Upon Brightstar’s request, you must take the Covered Product to an Authorized Service Center for inspection and/or repair.

(d) If a replacement wireless device is provided, return the claimed Covered Product as directed to the Authorized Service Location immediately upon receipt of the replacement wireless device.

(e) Be a valid, active, and current Subscriber of Chat Mobility.

(f) Not have any outstanding debts or fees owed to Brightstar Device Protection, LLC or the Obligor.

(g) By entering this Agreement, You, the Subscriber, understand and authorize Brightstar to access your account records with your wireless communications service provider to validate your enrollment and claim eligibility.

(h) We may contact you regarding your coverage enrollment, and/or claims via Short Message Service (SMS) text messaging. You will assume any and all fees assessed by your wireless carrier for the SMS text messages. You may opt out of SMS messaging by updating your account on <https://chatmobility.brightstarprotect.com> or sending your request via mail to Brightstar.

3. **ELIGIBILITY:** Only wireless communication devices purchased from Chat Mobility or provided to the Subscriber as a replacement device as a result of a claim against this Service Warranty Program Brightstar’s Handset Protection Program, or the Manufacturer’s Warranty are eligible for coverage. You must be able to provide a valid proof of ownership at the time of purchase and/or claim.

As the program Provider, Brightstar Device Protection, LLC accepts applications at its sole discretion. The Subscriber must not be in breach of any material term of or have engaged in fraud with respect to this Agreement at any time.

4. **EFFECTIVE PERIOD OF COVERAGE:** This Agreement shall become effective upon the Subscriber’s payment of the Service Fee (the “Service Fee”) due upon purchase date of this Agreement.

YOUR COVERAGE FOR THE COVERED CAUSES UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED PRODUCT AS NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM CHAT MOBILITY AND AT THE SAME TIME YOU

PURCHASED THIS AGREEMENT OTHERWISE, COVERAGE WILL BEGIN THIRTY (30) DAYS AFTER THE AGREEMENT PURCHASE.

5. **TERM AND RENEWAL:** The Term Period is monthly. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Agreement pursuant to Section “CANCELLATION/ TERMINATION AND REFUNDS”. The Subscriber’s failure to pay the Service Fee in advance or ceasing to be an active subscriber of Brightstar’s Handset Protection Program, regardless of cessation reason, is considered termination of the Agreement by the Subscriber and the Agreement may not be renewed. No party is obligated to renew this Agreement. Prices, conditions and limitations of this Agreement may change upon renewal. By purchasing this service contract or extended limited warranty, You agree that You may be contacted regarding renewals and upgrade plans.

6. **CHANGE IN COVERED PRODUCT:** This Agreement only provides coverage for the Wireless Device listed on the initial Application. If a change in the Wireless Device being used on your account occurs, you must apply for coverage of the new wireless device. Such Wireless Device will be subject to the Agreement terms and conditions under the Agreement for that Wireless Device at the time of request for a change in Covered Product, which may include a higher fee and/or deductible and/or a wait period for coverage. If you continue to pay Service Fee fees after we have been notified of such change in Covered Product or a change in Covered Product results from a claim against this Agreement or Brightstar’s Handset Protection Program, You have agreed to all changes to coverage, premium, and deductibles. Changes to Covered Product are subject to approval by Brightstar; You will be notified within 30 days of request if such change was denied.

7. **REPAIR OR REPLACEMENT PRODUCTS:** At Our sole discretion, we may replace or repair the Covered Product. If we elect to replace the Covered Product and the identical make and model is no longer available or unavailable in inventory, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. At Our option, a replacement product may be either new or refurbished and of a different brand, model, and/or color. Non-original manufacturer parts may be used

in refurbished products or to repair the Covered Product. In the event a comparable replacement device per Our assessment is not available or the Covered Product is irreparable, we may provide cash reimbursement or voucher for replacement equipment, not to exceed the lesser of retail purchase price You paid for the original covered product or the cost of a replacement product of like kind and quality, less any deductible. If you are eligible for a cash reimbursement, you will be required to provide proof of purchase for the replacement equipment.

8. **PAYMENT AND FEES:**

(a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a Subscriber Fee also referred to as Premium and Service Fee, payable in accordance to these Payment Terms (“Payment Terms”). Your Service Fee is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time You purchased the covered device and the length of Your Term Period. Refer to the following table for Your Service Fee.

New Retail Price	Subscriber Fee	Service Fee
\$0.00 - \$249.99	\$5.95	\$0.96
\$250.00 - \$399.99	\$5.95	\$0.96
\$400.00 - \$549.99	\$5.95	\$0.96
\$550.00 - \$999.99	\$9.99	\$1.00
\$1,000.00 - \$1,500.00	\$10.99	\$1.00

(b) **Deductible/Processing Fee Per Replacement or Repair:** The Subscriber shall pay a non-refundable deductible on a per occurrence basis prior to receiving any repair or replacement equipment for the Covered Product (the “Deductible”).

Your Deductible is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time You purchased the Covered Product. Refer to the following table for Your Deductible.

New Retail Price	Deductible
\$0.00 - \$249.99	\$75.00
\$250.00 - \$399.99	\$100.00
\$400.00 - \$549.99	\$150.00
\$550.00 - \$999.99	\$200.00
\$1,000.00 - \$1,500.00	\$250.00

(c) **Failure to Return Equipment/Non-return Charge:** You must surrender the Covered Product immediately upon receipt of replacement device to the Authorized Service Location providing the replacement device, and you must solely bear the

costs of transporting the Covered Product to the Authorized Service Location.

You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. The non-return fee will be less than or equal to the cost to Brightstar to replace the Covered Product less any Deductible received.

(d) Invalid Claim: If, within the latter of twenty (20) days after the Subscriber receives the replacement equipment or Brightstar receives the claimed Covered Property, Brightstar determines, in its sole discretion, that the Subscriber's replacement coverage claim is not for a Covered Cause under this Agreement, the Subscriber's Account shall automatically be charged for an amount not to exceed the manufacturer's suggested retail price of the replacement equipment less any Deductible received.

9. LIMITATION OF LIABILITY AND EXCLUSIONS: Brightstar's liability hereunder shall be limited to the cost of **two (2)** repairs and device replacements within any **twelve (12) month period** and in no event shall the cost of such replacement equipment for the Wireless Device exceed the Maximum Benefit of **\$1,500.00** per claim occurrence. If You have exhausted the allowable number of claims, the service fee is fully earned.

This Agreement does not cover the following:

- a) Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada;
- b) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement;
- c) Products with altered or removed serial numbers;
- d) Products used for commercial or rental purposes;
- e) Any failure resulting from any cause other than normal use and operation of the Wireless Device in accordance with the manufacturer's specifications and owner's manual, including, without limitation, damages or injury caused in whole or in part by acts of God, theft, loss, accident, neglect, abuse, intentional misuse, negligence, mishandling, misuse, vandalism, insects, vermin, wild animals, power failure, power surge, power reduction, software viruses or exposure to weather conditions, including exposure to extreme changes in temperature or humidity;
- f) Cosmetic damage or other damage that does not affect functionality of the Wireless Device, including,

without limitation, changes in color, texture, finish, extraction, or contraction of, scratches to, abrasions to, chipping of, cracking of or impact damage to the Wireless Device;

- g) Preventative maintenance;
- h) Batteries, chargers and car kits;
- i) Data lost, corrupted, damaged or otherwise unusable;
- j) Claim due to diminished battery life;
- k) Accessories that are non-essential to the functioning of the product;
- l) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;
- m) Any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the Wireless Device by any person other than Brightstar or its authorized representatives;
- n) Claimed obsolescence of the Wireless Device including technological obsolescence; or
- o) The Subscriber's failure to use reasonable means to protect the Wireless Device from further damage after a failure occurs.
- p) Wireless communication devices that are not purchased from Chat Mobility or its authorized dealers.

UNDER NO CIRCUMSTANCES SHALL BRIGHTSTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED PRODUCT, DELAYS IN REPLACEMENT OF THE WIRELESS DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SUBSCRIBER IF THE SUBSCRIBER LIVES IN SUCH STATE.

10. NO TRANSFER; NO THIRD-PARTY BENEFICIARIES: This Agreement and any rights and remedies of the Subscriber hereunder shall inure solely to the benefit of the Subscriber and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason

of this Agreement. This Agreement and any rights or remedies of the Subscriber hereunder are non-transferable by the Subscriber and do not cover any claim made under this Agreement by any other person or entity, and any attempt by the Subscriber to transfer or assign this Agreement or any rights or remedies of the Subscriber hereunder shall be null and void and of no force or effect.

11. CANCELLATION/TERMINATION AND REFUNDS:

(a) The Subscriber may cancel this Agreement at any time for any reason by calling Chat Mobility Customer Care at (800) 944-5526 or delivering advance written notice of cancellation to Brightstar Cancellation Department, P.O. Box 03, Alpharetta, GA 30009. Your right to void this Agreement during the first 30 days following receipt is not transferable and applies only to the original Agreement purchaser. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be

in accordance with applicable state laws and regulations.

(b) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has not made a claim under this Agreement, the Agreement is considered void and Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement.

(c) Unless otherwise specified under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a claim under this Agreement, Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement less the value of any replacement equipment provided for such claim by Brightstar to the Subscriber.

(d) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the value of any replacement equipment previously provided by Brightstar to the Subscriber under this Agreement.

12. DISPUTE RESOLUTION: THIS

AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA's Web site at www.adr.org. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

13. **OBLIGOR**: This Agreement is not an insurance policy or a contract of insurance. Brightstar Device Protection, LLC is the Obligor under this Agreement.

14. **SELLER**. The Seller of this Agreement is Chat Mobility.

15. **STATE SPECIFIC VARIATIONS**. This Agreement is intended for Subscribers residing in Iowa. If a Subscriber does not reside in Iowa, state specific variations shall control if inconsistent with any other terms or conditions of this Agreement: Please contact Brightstar Device Protection, LLC for clarification of what terms may change based on Your state residence when a claim is filed.

15. **ENTIRE AGREEMENT**. This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

16. **GOVERNING LAW**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

17. **AMENDMENT; WAIVER**. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this Agreement and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

END OF THE TERMS AND CONDITIONS