

## Total Wireless Protect 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

**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 PO Box 47168 Atlanta, GA 30362, 1-833-456-0146.

**Covered Device(s)** means Your eligible device(s), listed on Your Coverage Confirmation, or any eligible device registered by You and approved by Us. 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, 1-833-456-0146.

**Seller** is TracFone Wireless, Inc., 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 or the date Your device is received and activated.

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

If a Covered Device changes due to a replacement by the device seller, the manufacturer, or US or due to an upgraded device either purchased or leased by You, coverage ceases on the existing Covered Device and begins on the replacement/upgrade device when you activate the replacement device on the Seller's network.

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 smartphones, 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 wearables.

3. 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/totalwireless](http://www.fastclaim.com/totalwireless) or contact Us at 1-833-456-0146.** 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.
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 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;
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 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 claims allowed is two (2) front screen or back glass repairs (for eligible smartphones and tablets only) and two (2) All Other ADH claims during a 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.

### Service Fee (if applicable)

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

Service Fee Schedule:

Tiers	Hardware Services	Front Screen Repair (for eligible smartphones & tablets only)	Black Glass Repair (for eligible smartphones & tablets only)	All Other ADH
Tier 1	\$0	\$29	\$29	\$29
Tier 2	\$0	\$29	\$29	\$49
Tier 3	\$0	\$29	\$29	\$99
Tier 4	\$0	\$29	\$29	\$149
Tier 5	\$0	\$29	\$29	\$199
Tier 6	\$0	\$29	\$29	\$349

### 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 **1-866-663-3633, visiting Us in store or logging in to Your totalwireless.com account.**

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 Total Wireless Protect 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](http://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.