

ESECURITEL SERVICE WARRANTY PROGRAM
WIRELESS DEVICE 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 “We,” “Us,” “Our”, “Obligor”, and “eSecuritel” refer to the provider of this Agreement. eSecuritel Holdings, LLC is the provider and obligor in all states except Florida and Oklahoma where Lyndon Southern Insurance Company is the provider and obligor. eSecuritel Holdings, LLC is the administrator of this Agreement. This Agreement is not an insurance policy.

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, South Dakota or Wisconsin, 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 workmanship (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) 324 - 7730** within **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 eSecuritel, 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 **60** days of initially reporting the claim, and if approved, take possession of the replacement device or have your wireless device repaired within **60** days of the approval.

(c) Upon eSecuritel’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 MTS, Inc.

(f) Not have any outstanding debts or fees owed to eSecuritel Holdings, LLC or the Obligor.

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. Purchase of this Agreement is not required in order to purchase or obtain financing for the Covered Product.

“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 60 days prior to reporting the Wireless Device failure, and for which You can provide Us proof of ownership.

3. **ELIGIBILITY:** Only wireless communication devices purchased from MTS, Inc or provided to the Subscriber as a replacement device as a result of a claim against this Service Warranty 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, eSecuritel Holdings, 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.

(a) By entering this Agreement, You, the Subscriber, understand and authorize eSecuritel to access your account records with your Wireless Communications Service Provider to validate your enrollment and claim eligibility.

(b) 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 esecuritel.com/MTS or sending your request via mail to eSecuritel.

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 MTS, Inc AND YOU PURCHASED THIS AGREEMENT AT THE SAME TIME. OTHERWISE, COVERAGE WILL BEGIN 30 DAYS AFTER THE AGREEMENT PURCHASE.

5. TERM AND RENEWAL:

The Term Period is for a period of **12 months** from the Agreement purchase date. 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 You have agreed to all changes to coverage, premium, and deductibles. Changes to Covered Product are subject to approval by eSecuritel; 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 Service Fee, also referred to as Premium, 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. Refer to the following table for Your Service Fee.

Non-discounted, Non-subsidized retail price	Service Fee
\$0 - \$199.99	\$3.00
\$200.00 - \$299.99	\$3.00
\$300.00 - \$449.99	\$3.00
\$450.00 - \$1,000.00	\$3.00

You shall remit the Service Fee monthly to eSecuritel via the credit card You provided or another acceptable payment option indicated by eSecuritel, inclusive of the manufacturer's warranty period. Your credit card will be automatically charged monthly by eSecuritel in advance of your Term Period.

(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.

Non-discounted, Non-subsidized retail price	Deductible
\$0 - \$199.99	\$60.00
\$200.00 - \$299.99	\$100.00
\$300.00 - \$449.99	\$145.00
\$450.00 - \$1,000.00	\$190.00

c) Failure to Return Equipment/Non-return Charge:

If your replacement device is mailed to you, the Covered Product approved for replacement must be returned to Us at Our shipping expense within fifteen (15) days of receipt. Otherwise, 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 up to \$100.

d) **Invalid Claim:** If, within the latter of twenty (20) days after the Subscriber receives the replacement equipment or eSecuritel receives the claimed Covered Property, eSecuritel 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 a no trouble found fee for an amount not to exceed \$50.

9. LIMITATION OF LIABILITY AND

EXCLUSIONS: eSecuritel's liability hereunder shall be limited to the cost of 2 repairs and device replacements within any **12 month period** and in no event shall the cost of such replacement equipment for the Wireless Device exceed the Maximum Benefit of **\$1,000.00** per claim occurrence. If You have exhausted the allowable number of claims, the service fee is fully earned. Products owned or operated outside any state or territory of the United States, the District of Columbia, or Canada may be covered but Your replacement device will be shipped to Your address on record.

This Agreement does not cover the following:

- a) Any and all pre-existing conditions or defects that exist before the effective date of this Agreement;
- b) Products with altered or removed serial numbers;
- c) Products used for commercial or rental purposes;
- d) 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;

e) 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;.

f) Preventative maintenance;

g) Batteries, chargers and car kits;

h) Data lost, corrupted, damaged or otherwise unusable;

i) Claim due to diminished battery life;

j) Accessories that are non-essential to the functioning of the product;

k) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;

l) Any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the Wireless Device by any person other than eSecuritel or its authorized representatives;

m) Claimed obsolescence of the Wireless Device including technological obsolescence; or

n) The Subscriber's failure to use reasonable means to protect the Wireless Device from further damage after a failure occurs.

o) "Wireless communication devices that are not purchased from MTS, Inc or its authorized dealers.

UNDER NO CIRCUMSTANCES SHALL ESECURITEL 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 eSecuritel at (888) 324 - 7730 or delivering advance written notice of cancellation to eSecuritel 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. eSecuritel may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by eSecuritel shall be in accordance with applicable state laws and regulations.

(b) Unless otherwise required under applicable law, if the Subscriber or eSecuritel 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 eSecuritel 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 eSecuritel cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a claim under this Agreement, eSecuritel 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 eSecuritel to the Subscriber.

(d) Unless otherwise required under applicable law, if the Subscriber or eSecuritel cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, eSecuritel 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 eSecuritel to the Subscriber under this Agreement.

(e) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, South Carolina, Texas, Washington and Wyoming at the time of cancellation of this Agreement, if eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, eSecuritel shall remit to the Subscriber the amount due and owing from eSecuritel plus an additional ten percent (10%) of such amount for each month eSecuritel fails to remit to the Subscriber such amount.

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. **NOT A CONTRACT OF INSURANCE:** This Agreement is not an insurance policy or a contract of insurance. In all states except CA, CT, FL, GA, OK, UT, and WI, the obligations of eSecuritel under this Agreement are backed by the full faith and credit of the provider's parent company Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 1-304-421-6000). In those specific states, the obligations of eSecuritel under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to eSecuritel. If eSecuritel does not perform its obligations hereunder within sixty (60) days after the Subscriber files a claim with eSecuritel, the Subscriber is entitled to file a claim directly with insurer indicated for the customer's state at the below address.

(a) GA Customers: Insurance Company of the South, 10151 Deerwood Park Blvd, Bldg. 100 Ste. 330, Jacksonville, FL 32256 (1-800-888-2738)

(b) CA & WI Customers: Dealer Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

(c) CT, FL, OK, and UT Customers: Lyndon Southern Insurance Company of the South, 10151 Deerwood Park Blvd, Building 100, Ste 330, Jacksonville, FL 32256 (1-800-888-2738)

14. **SELLER.** The Seller of this Agreement is MTS, Inc., 333 Main Street, Winnipeg, Manitoba CA R3C 3V6 (204) 225 – 5687.

15. **STATE SPECIFIC VARIATIONS.** The following state specific variations shall control if inconsistent with any other terms or conditions of this Agreement:

(a) **Arizona Resident at Time of Purchase.** We will not cancel or void this Agreement due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our

subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Agreement due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(b) **Arkansas Customers.** If We cancel this Agreement, We will mail the Subscriber a written notice at least fifteen (15) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(c) **California Customers.** Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement within thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber for this Agreement less the value of any replacement or repair services received. If the Subscriber cancels this Agreement after thirty (30) days of receipt of Agreement, eSecuritel shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the coverage term, prorated on a daily basis, less the sum of (i) the value of any replacement or repair services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fee paid by the Subscriber under this Agreement or twenty-five dollars (\$25.00), whichever is less. Section "DISPUTE RESOLUTION" does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair ("**BEAR**"). To learn more about this process, the Subscriber may (i) contact BEAR at 1-800-952-5210, (ii) write to the California Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or (iii) visit BEAR's website at www.bear.ca.gov.

(d) **Connecticut Customers.** In the event of a dispute with eSecuritel under this Agreement, the Subscriber may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Such written complaint must contain a description of the dispute, the price of the Covered Product and cost of repair, and a copy of this Agreement. If the Subscriber

returns the covered Wireless Device, the Subscriber may cancel this Agreement pursuant to Section "CANCELLATION/ TERMINATION AND REFUNDS".

(e) Florida Customers. Section "Cancellation/ TERMINATION and REFUNDS" is removed and replaced with the following: If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee, prorated on a daily basis, less the value of any replacement equipment provided by eSecuritel to the Subscriber. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of 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. Section "DISPUTE RESOLUTION" shall not apply.

(f) Georgia Customers. You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 12 of this Agreement. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this agreement is terminated prior to its expiration, We will not deduct claims paid from any refund owed. We may only terminate this Agreement before the end of the agreement term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Section 9(b) is removed and replaced by the following: Any and all pre-existing conditions with respect to the Wireless Device known by the Subscriber that occur before the effective date of this Agreement.

(g) Missouri Customers. If this Agreement is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

(h) Montana Customers. If We cancel this Agreement, We will mail the Subscriber a written notice at least five (5) days prior to the effective date of cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(i) Nevada Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. All references to "Georgia" in this Agreement, with regard to the governance, construction, and enforcement of this Agreement, are hereby replaced with "Nevada".

Section 2 "Coverage" (f) is removed in its entirety for Nevada customers.

Section 8 "Payment and Fees" refers to a "non-refundable Enrollment Fee", any reference to a "non-refundable Enrollment Fee" is removed. For Nevada customers, if you paid an Enrollment Fee or Activation Fee, or another fee of a similar nature, pursuant to this Agreement, then such a fee is hereby considered a part of the Service Fee and is deemed to be refundable in the same manner as the Service Fee, pursuant to the provisions of this Agreement that pertain to the Service Fee.

If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement or (iv) a material change in the nature or extent of the required service occurs after the effective date of this Agreement which causes the required service to be substantially and materially increased beyond that contemplated at the time that this Agreement was sold to the Subscriber. If this Agreement is terminated prior to its expiration, either by Subscriber or by eSecuritel, no deductions for claims fulfilled will be made to Your refund. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(j) New Hampshire Customers. If the Subscriber does not receive satisfaction under this Agreement, the Subscriber may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-735-2964.

(k) New Mexico Customers. If this Agreement has been in effect for at least seventy (70) days, eSecuritel may not cancel this Agreement before the expiration of the agreed term or one year after the effective date of the service contract, whichever occurs first, unless: (i) the Subscriber fails to pay an amount when due, (ii) the Subscriber is convicted of a crime which results in an increase in the

service required under this Agreement (iii) eSecuritel discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a claim for service hereunder, (B) the Subscriber commits any act, omission or violation of any condition of this Agreement after the effective date of this Agreement which substantially and materially increases the service required under this Agreement. If eSecuritel cancels this Agreement, eSecuritel will provide at least 15 days written notice to the Subscriber.

(l) North Carolina Customers. eSecuritel may not cancel this Agreement unless the Subscriber violates a term or condition of this Agreement or fails to pay the Service Fee when due.

(m) Oklahoma Customers. This Agreement is not issued by the manufacturer of or a wholesale company marketing the Wireless Device. This Agreement shall not be honored by such manufacturer or wholesale company. If the Subscriber cancels this Agreement, eSecuritel shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the actual cost of any products or services provided. If eSecuritel cancels this Agreement, eSecuritel shall remit to the Subscriber one hundred percent (100%) of the unearned pro rata Service Fees paid by the Subscriber under this Agreement less the actual cost of any products or services provided. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

(n) Oregon Customers. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon. The Arbitration provision of this Contract is deleted in its entirety.

(o) South Carolina Customers. If this Agreement was purchased by the Subscriber in South Carolina, complaints or questions about this Agreement may be directed to the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, 1-800-768-3467.

(o) Texas Customers. If the Subscriber has any consumer complaints regarding this Agreement, the Subscriber may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202.

(p) Utah Customers. This service contract or warranty is subject to limited regulation by the Utah

Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association.

If the Subscriber demonstrates that it was not reasonably possible to notify eSecuritel within 60 days the Covered Product first failed, the claim is still valid so long as the Subscriber notifies eSecuritel as soon as reasonably possible.

Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: eSecuritel shall not cancel this Agreement except for: (i) fraud, material misrepresentation, or substantial breach of contractual duties, conditions, or warranties by the Subscriber, (ii) a substantial change in risk assumed, or (iii) the Subscriber's failure to pay the Service Fee. Cancellation of this Agreement shall be in writing to the Subscriber ten days (10) days before the cancellation effective date for nonpayment of the Service Fee and thirty (30) days for other reasons.

Any matter in dispute between the Subscriber and eSecuritel shall be subject to Section "DISPUTE RESOLUTION" as an alternative to court action. Any decision reached by arbitration shall be binding upon both the Subscriber and eSecuritel. The arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Section "GOVERNING LAW" is removed and replaced with the following: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah (without regard to its conflicts or choice of laws principles that could or would cause the application of law any other state or jurisdiction).

(q) Washington Customers. Any limit to number of claims allowed as identified in Section "Limitation of Liability and Exclusions" does not apply to Washington customers. If We cancel this Agreement, We will mail You written notice of the cancellation including reason for and effective date at least twenty one (21) days prior to the effective date of such cancellation. The following is added to Section "Dispute Resolution": Nothing in Section "Dispute Resolution" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement.

(r) Wisconsin Customers. THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. The Subscriber may, within fifteen (15) days of the delivery of this Agreement, reject and return this Agreement to eSecuritel for a full refund of the Service Fees paid by the Subscriber under this Agreement less actual costs or charges needed to issue and service this Agreement.

(s) Wyoming Customers. This Agreement shall be governed by, and construed and enforced in accordance

with, the laws of the State of Wyoming. If eSecuritel cancels this Agreement, eSecuritel shall deliver a written notice to the Subscriber at the last known address of the Subscriber contained in the records of eSecuritel at least ten (10) days before the cancellation effective date. Prior written notice of eSecuritel's cancellation of this Agreement is not required if the reason for cancellation is a nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Wireless Device or its use. In the State of Wyoming, arbitration proceedings shall be conducted in accordance with the Wyoming Arbitration Act and arbitration can only be final and binding if agreed to by the parties involved in a separate written agreement.

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.

OBLIGOR:

All States except FL & OK

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