

WHY SIGN UP?

Mobilio Protection is your total protection option, designed to give you peace of mind. So when you accidentally leave your device on the roof of your car or your dog turns your device into a chew toy, we've got you covered.

Sign up today to avoid the price tag and headache that comes with an accidentally damaged or malfunctioning device. The chart below shows you just how much you could save with Mobilio Protection!

You Could Save	\$379. ⁹⁹ Device Market Value	SAVE* 76%
	– \$39. ⁹⁹ Upfront Service Fee	
	– \$50. ⁰⁰ Claim Processing	
	\$290.00	

*Savings may vary depending on your program or device. This savings is based off a device with a market value of \$379.99. Savings based on placing 1 approved claim (allotted 1) in a 12 month period.

Device Market Value	\$0 - \$379.99	\$380.00 - \$650.00
12 Months Paid in Advance Service Fee	\$39.99	\$39.99
Claim Processing Fee	\$50.00	\$189.00

Your service fee is based on the non-contract, non-subsidized device market value of your mobile device at the time you purchase Mobilio Protection. The claim processing fee is based on the market value of your device at the time of registration and must be paid before you receive your reimbursement or replacement device and is non-refundable.

When Stuff Happens...
We've Got You Covered.



ESECURITEL SERVICE WARRANTY AGREEMENT

eSecuritel's Service Warranty Agreement covers incidents of malfunction, including mechanical and electrical failure, and accidental physical and liquid damage.

Extended Warranty or Service Contract ("Agreement")

If you purchased your Wireless Device, as stated on the receipt, in CT, DC, FL, IN, LA, ME, MA, MI, NJ, NC, PA, RI, or SD, this Agreement is an extended limited warranty. Otherwise, it is a service contract. THIS SERVICE WARRANTY AGREEMENT IS NOT A CONTRACT OF INSURANCE.

Service Warranty Coverage

Reimbursement or replacement of Wireless Device if, under normal conditions and use, the Wireless Device on record with eSecuritel fails to operate properly due to manufacturer's defects or workmanship or fails because of accidental physical or liquid damage.

Service Fee & Processing Fee:

The Service Fee is based on the market value of your wireless device at the time of enrollment. If you file a claim, you will be responsible for paying a processing fee based on the market value of the model of your wireless device at the time of registration.

Device Market Value	12-Month Service Fee	Claim Processing Fee
\$0.00 - \$379.99	\$39.99	\$50.00
\$380.00 - \$650.00	\$39.99	\$189.00

Term Period

The term period for coverage is twelve (12) months from the coverage purchase date. Coverage begins thirty (30) days after the coverage purchase date.

What's Covered?

Our comprehensive program covers an impressive range of incidents including accidental damage and malfunction. New and previously owned devices may be covered. Your store representative can verify coverage availability for your exact device prior to purchase.

What's Not Covered?

While our program covers more than you can imagine, there are a few exceptions. Any normal wear and tear, pre-existing flaws, or cosmetic damage is not covered. Have questions or need more details? Your service warranty terms & conditions have the full details on what can and can't be reported.

When am I Covered?

Coverage starts 30 days after the date that you purchased Mobilio Protection. Please note that your device must be fully operational and have no damage in order to be eligible for coverage.

How will I be Billed?

Our low service fees are designed to provide coverage for anyone on a budget. A one-time fee of \$39.99 will be collected at the time of purchase.

What are the Claim Limits?

Our program allows one replacement or reimbursement within the 12-month coverage term. The plan also allows up to \$650.00 per claim.

How do I Cancel?

We give you freedom of choice with the option to cancel at any time. You may receive a refund according to applicable law. Call 888-588-4101 or cancel online at www.mobilioregistration.com.

What will I Receive for an Approved Claim?

Claims may be fulfilled via reimbursement or with new or reconditioned equipment, at our sole discretion. The reimbursement amount will be the device market value of your claimed device at the time we receive your unlocked and damaged device less the processing fee and any applicable taxes. Any new or reconditioned equipment will be of like kind and quality if the exact make, model and/or color is not available.

Do I Need to Disable the Find My iPhone app?

Yes, you will need to disable the Find My iPhone app before returning your damaged Apple device to eSecuritel. If the device is received with the Find My iPhone app enabled, you may be charged an additional fee of up to \$300.




Do I Need To Register My Device?

Yes. If you purchase Mobilio Protection online, then you will be automatically registered. If you purchase Mobilio Protection in-store, you need to visit www.mobilioregistration.com and register your phone. You must be registered before filing a claim.

Note: The PIN number you received at the point of sale will be required for registration.

How do I Report a Claim?

Filing a claim with eSecuritel is easy. Follow our 3 step process to get your claim resolved quickly and efficiently.

- 1 Call the eSecuritel Customer Care Center at (844) 201-6372 
- 2 Pay a one-time Processing Fee 
- 3 Return your damaged device and receive your reimbursement or replacement! 

Visit www.eSecuritel.com/Mobilio for our Privacy Statement and your complete Service Warranty Agreement to determine your rights, duties, and exclusions.

Coverage Limitations

\$650.00 per claim; one (1) claim within twelve (12) month period.

Purchaser & Seller

The Purchaser ("Subscriber") of this Agreement is the owner of the covered equipment. The Seller of this Agreement is listed on your receipt.

Service Warranty Provider & Administrator

All States except FL & WA	Washington
eSecuritel Holdings, LLC	Dealers Alliance Corporation
P.O. Box 03	3518 Riverside Drive
Alpharetta, GA 30009	Upper Arlington, OH 43221

Florida

Lyndon Southern Insurance Company
10151 Deerwood Park Boulevard
Building 100, Suite 330
Jacksonville, FL 32256

OTHER MATERIAL DISCLOSURES

This brochure contains a summary of information regarding the eSecuritel Service Warranty Agreement and is not a full and complete version. Some provisions may differ by state based upon applicable state law. PLEASE READ THE COMPLETE SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. For more information or to obtain a complete copy of this Agreement, visit www.eSecuritel.com/Mobilio or call (844)-201-6372

The obligations of eSecuritel under this Agreement are backed by the full faith and credit of eSecuritel's parent company Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 (305-421-6000) except in the states

listed below where the obligations 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.

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

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

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)

WA Customers: Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

The coverage provided under this agreement is only valid for the original registered device. Coverage is not transferable to another person or Wireless Device.

The coverage limitations of this agreement are inclusive of the maximum retail value of accessories.

If you reside in Washington, the limit to the number of claims allotted under this Extended Warranty Agreement is not applicable.

Electronic Communications:

If you have or in the future provide your email or other electronic address to eSecuritel and its partners involved in administering this program, we may communicate program information and legal notices through electronic means to the last address we have on file.

¿POR QUÉ SUSCRIBIRSE?

Mobilio Protection es una opción de protección total creada para darle tranquilidad. De este modo, cuando deje accidentalmente su dispositivo en el techo del automóvil, o cuando su perro convierta su smartphone en un juguete de mascar, estará cubierto por nosotros. Suscríbese hoy mismo para evitar el costo y dolor de cabeza asociados con un dispositivo que presenta daños accidentales o fallas. La tabla que se incluye a continuación le muestra cuánto dinero puede ahorrar con Mobilio Protection.

<p>USTED PUEDE AHORRAR</p> <p>\$379.⁹⁹ Valor de mercado del dispositivo</p> <p>— \$39.⁹⁹ Cargo por servicio</p> <p>— \$50.⁰⁰ cargo por procesamiento</p> <p>\$290.00</p>	<p>AHORRE 76%</p>
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*El ahorro puede variar según su programa o su dispositivo. Este ahorro está basado en un dispositivo con un valor al detalle de \$379.99. El ahorro está basado en la presentación de 1 reclamación aprobada (1 asignada) en un periodo de 12 meses.

Valor de mercado del dispositivo	\$0 - \$379.99	\$380.00 - \$650.00
Cargo por servicio de 12 meses	\$39.99	\$39.99
Cargo por procesamiento	\$50.00	\$189.00

El cargo por servicio y el cargo por procesamiento están basados en el valor de mercado del dispositivo, no contractual y no subsidiado, del modelo de su dispositivo móvil al momento en que compre Mobilio Protection. El cargo por procesamiento debe estar pagado para que pueda recibir el reembolso o el dispositivo de reemplazo, y este no es reembolsable.

ACUERDO DE GARANTÍA DE SERVICIO DE ESECURITEL

El Acuerdo de garantía de servicio de eSecuritel cubre fallas mecánicas y eléctricas, y daños físicos y daños ocasionados por líquidos en forma accidental.

Garantía extendida o contrato de servicio (el "Acuerdo")

Si adquirió su dispositivo móvil, conforme se establece en el recibo, en CT, DC, FL, IN, LA, ME, MA, MI, NJ, NC, PA, RI o SD, el presente Acuerdo constituye una garantía limitada extendida. De lo contrario, constituye un contrato de servicio. EL PRESENTE ACUERDO DE GARANTÍA DE SERVICIO NO CONSTITUYE UN CONTRATO DE SEGURO.

Cobertura de la garantía de servicio

Reembolso o reemplazo del dispositivo inalámbrico si, en condiciones y uso normales, el dispositivo inalámbrico registrado con eSecuritel no funciona adecuadamente debido a defectos o mano de obra del fabricante o si falla debido a daños físicos y daños ocasionados por líquidos en forma accidental.

Periodo de vigencia

El periodo de vigencia de la cobertura es de doce (12) meses desde la fecha de compra de la cobertura. La cobertura comienza treinta (30) días después de la fecha de compra de la cobertura.

Cargo por servicio y cargo por procesamiento

El cargo por servicio está basado en el valor de mercado de su dispositivo inalámbrico al momento de inscribirse. Si presenta una reclamación, será responsable de pagar un cargo por procesamiento basado en el valor de mercado del modelo de su dispositivo inalámbrico al momento de registro.

Valor de mercado del dispositivo	Cargo por servicio de 12 meses	Cargo por procesamiento
\$0.00 - \$379.99	\$39.99	\$50.00
\$380.00 - \$650.00	\$39.99	\$189.00

¿Qué cubre el programa?

Nuestro programa integral cubre una impresionante gama de incidentes que incluyen, entre otros, daño accidental y avería. Se pueden cubrir dispositivos nuevos y usados. El representante de la tienda puede verificar la disponibilidad de cobertura de su dispositivo específico antes de la compra.

¿Qué no cubre el programa?

Aunque nuestro programa cubre más de lo que puede imaginar, existen algunas excepciones. No hay cobertura por desgaste normal, averías preexistentes ni daños cosméticos. ¿Tiene preguntas o necesita más detalles? En los términos y condiciones de la garantía del servicio aparecen los detalles completos de lo que se puede o no reclamar.

¿Cuándo comienza la cobertura?

La cobertura comienza 30 días después de la fecha en que adquiera Mobilio Protection. Tenga en cuenta que, para ser elegible para la cobertura, su dispositivo debe estar completamente operativo y no presentar ningún daño.

¿Cómo se facturará el cargo?

Nuestros cargos por servicio bajos están diseñados para brindarle cobertura a cualquier persona que tenga un presupuesto limitado. Se cobrará un cargo único de \$39.99 al momento de la compra.

¿Cuáles son las restricciones por reclamación?

Nuestro programa permite un reemplazo o reembolso dentro de los 12 meses de cobertura. El plan también permite hasta \$650.00 por reclamación.

¿Cómo puedo cancelar mi suscripción?

Le brindamos la libertad de elegir la opción de cancelación en cualquier momento. Llame a Atención al Cliente de Mobilio al 888-588-4101 o cancela por internet visitando a www.mobilioregistration.com.



¿Qué recibo con una reclamación aprobada?

Las reclamaciones podrán ser cumplidas a través de reembolso o con equipo nuevo o reacondicionado, a nuestra discreción. La cantidad del reembolso será el valor de mercado de su dispositivo en el momento en que lo recibimos desbloqueado y dañado, menos la cuota de procesamiento y los impuestos aplicables. En caso de no tener el mismo equipo, recibirá uno nuevo o reacondicionado del mismo tipo y calidad, si el modelo y / o color exacto no está disponible.

¿Tengo que deshabilitar la aplicación Find My iPhone?




Sí, tendrá que deshabilitar la aplicación Find My iPhone antes de devolver su dispositivo Apple dañado a eSecuritel. Si el dispositivo se recibe con la aplicación Find My iPhone habilitada, es posible que se le cobre un cargo adicional de hasta \$300.

¿Tengo que registrar mi dispositivo?

Sí. Si compra Mobilio Protection por Internet, será registrado en forma automática. Si compra Mobilio Protection en la tienda, necesitas visitar a www.mobilioregistration.com para registrar su dispositivo nuevo. Debe estar registrado antes de presentar una reclamación. **Nota: El número PIN que recibió en el punto de venta se requerirá para registrar.**

¿Cómo presento una reclamación?

Es sencillo presentar una reclamación con eSecuritel. Siga nuestro proceso de 3 pasos para resolver su reclamación rápida y eficientemente.

- 1 Llame al Centro de Atención al Cliente de eSecuritel al (844)-201-6372 
- 2 Pague un cargo único por procesamiento 
- 3 ¡Devuelva su dispositivo dañado y reciba su reembolso o reemplazo! 

Visite www.eSecuritel.com/Mobilio para ver nuestra Declaración de privacidad y el Acuerdo de garantía de servicio completo para determinar sus derechos, obligaciones y exclusiones.

Limitaciones de la cobertura

\$650.00 por reclamación; una (1) reclamación en un plazo de doce (12) meses.

Comprador ("Suscriptor")

El Comprador ("Suscriptor") del presente Acuerdo es el propietario del equipo cubierto. El Vendedor del presente Acuerdo se incluye en su recibo.

Proveedor de la garantía de servicio y Administrador

<p>Todos los estados con excepción de FL y WA</p> <p>eSecuritel Holdings, LLC</p> <p>P.O. Box 03</p> <p>Alpharetta, GA 30009</p> <p>Florida</p> <p>Lyndon Southern Insurance Company</p> <p>10151 Deerwood Park Boulevard</p> <p>Building 100, Suite 330</p> <p>Jacksonville, FL 32256</p>	<p>Washington</p> <p>Dealers Alliance Corporation</p> <p>3518 Riverside Drive</p> <p>Upper Arlington, OH 43221</p>
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OTRAS DIVULGACIONES MATERIALES

Este folleto contiene un resumen de información sobre el Acuerdo de garantía de servicio de eSecuritel y no constituye una versión plena y completa. Algunas disposiciones pueden diferir por estado sobre la base de la ley estatal aplicable. LEA DETENIDAMENTE EL CONTRATO DE SERVICIO O LA GARANTÍA LIMITADA EXTENDIDA EN SU TOTALIDAD PARA DETERMINAR SUS DERECHOS, OBLIGACIONES, QUÉ ESTÁ Y QUÉ NO ESTÁ CUBIERTO.

Para obtener más información o obtener una copia completa de este Acuerdo, visite www.eSecuritel.com/Mobilio o llame al (844)-201-6372.

Las obligaciones de eSecuritel en virtud del presente Acuerdo están respaldadas por la confianza y seguridad plena de la compañía matriz de eSecuritel, Brightstar Corp. (9725 NW 117th Ave, #300, Miami, FL 33178 [305-421-6000]), excepto en los estados enumerados a continuación, en los que las obligaciones se aseguran de conformidad con una póliza de seguros para el reembolso del contrato de servicio emitida a eSecuritel. Si eSecuritel

no cumple con sus obligaciones en virtud del presente dentro de los sesenta (60) días posteriores a la fecha en que el Suscriptor presenta una reclamación a eSecuritel, el Suscriptor tiene derecho a presentar una reclamación directamente con la aseguradora señalada para el estado del cliente en la siguiente dirección:

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

Clientes de CA y WI: Dealer Assurance Company, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

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

Clientes de WA: Dealers Alliance Corporation, 3518 Riverside Drive, Upper Arlington, OH 43221 (1-800-282-8913)

La cobertura provista en virtud del presente acuerdo solamente es válida para el dispositivo registrado originalmente. La cobertura no es transferible a otra persona o dispositivo inalámbrico.

Las limitaciones de cobertura de este acuerdo incluyen el valor al detalle máximo de los accesorios.

Si reside en Washington, el límite del número de reclamaciones no corresponde asignado en virtud del presente Acuerdo de garantía extendida.

Comunicados electrónicos

Si ha dado o da en el futuro su dirección de correo electrónico o alguna otra dirección electrónica a eSecuritel y a sus asociados involucrados en la administración de este programa, podemos comunicarle información y avisos legales del programa por medios electrónicos a la última dirección que tenemos registrada.

ESECURITEL SERVICE WARRANTY PROGRAM
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 Lyndon Southern Insurance Company is the provider and Obligor and Washington where Dealers Alliance Corporation is the provider and Dealers Assurance Corporation is the Obligor. This Agreement is not an insurance policy.

1. **SERVICE CONTRACT OR EXTENDED LIMITED WARRANTY:** If you purchased this Agreement, as stated on your 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 replace the Covered Product (“Covered Product”) listed on your receipt if, under normal conditions and use, the Covered Product fails to operate properly due to malfunction and/or unintentional damage to the Covered Product, resulting from the handling of such Product (the “Covered Causes”). All Covered Products replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or reimbursement, You must:

- (a) Register your Covered Product with us via Mobilio’s website, www.mobilionow.com, prior to obtaining service.
- (b) Call (844) 201 - 6372 within thirty (30) days of the date your Covered Product first fails to operate properly and receive replacement authorization. You will be required to provide the enrolled Subscriber and Covered Product information, including the make, model, IMEI/ESN/MEID or Serial Number, description of the Covered Cause, and if requested by eSecuritel, proof of ownership of the Covered Product and any other reasonably requested documentation and verification.
- (c) 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 provide all requested shipping information within sixty (60) days of the approval.
- (d) If a replacement wireless device is to be provided, return the claimed Covered Product as directed prior to Us fulfilling Your claim and mailing Your replacement product to You.
- (e) If Your Covered Product is an Apple device, You must disable the “Find My iPhone” feature before returning the device or You may be charged an additional fee in the amount up to **\$300**.
- (f) Not have any outstanding debts or fees owed to eSecuritel Holdings, LLC or the Obligor.

This Agreement is inclusive of your Covered Product’s manufacturer’s warranty; it does not replace your product’s manufacturer’s warranty, but it does provide certain additional benefits as listed within this Agreement during the term of the manufacturer’s warranty. Although not covered by this Agreement, at our discretion we may offer to facilitate manufacturer’s warranty claims by providing you administrative or other assistance and/or benefits to process a manufacturer’s warranty claim. Purchase of this Agreement is not required in order to purchase or obtain financing for the Covered Product.

“Covered Product” means the eligible product owned by you and for which the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), Mobile Equipment ID (MEID), Serial Number, or other unique indemnification number) is on record with us when the Covered Product first fails to operate properly.

3. **ELIGIBILITY:**

Only Covered Products for which you can provide a valid proof of ownership or were provided to You as a replacement device from a claim against this Agreement or Mobilio Protection are eligible for coverage. Your Covered Product must qualify for coverage as per these terms and conditions and must be registered with us via Mobilio’s website, www.mobilionow.com, prior to obtaining service. A copy of your original purchase receipt may be required prior to a claim being processed. This receipt must contain the item’s purchase date and price.

As the program provider, eSecuritel Holdings, LLC accepts enrollment into the program 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 Mobilio 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, email or such other means as eSecuritel determines to be most practicable. 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 www.esecuritel.com 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 THIRTY (30) DAYS AFTER THE AGREEMENT PURCHASE.

5. **TERM AND RENEWAL:** The Term Period is for a period of twelve (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 Agreement, You agree that You may be contacted regarding renewals and upgrade plans.

6. **CHANGE IN COVERED PRODUCT:** This Agreement only provides coverage for the Covered Product listed on your receipt. If a change in the Covered Product being used on your account occurs, you must apply for coverage of the new product. Such product will be subject to the Agreement terms and conditions under the Agreement for that Product 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 Mobilio Protection, 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 thirty (30) days of request if such change was denied.

7. **REPLACEMENT OF PRODUCTS:**

At Our sole discretion, we may replace 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.

Any time your Covered Product is to be replaced in accordance with this Agreement, at our sole discretion, we may provide cash reimbursement, gift card 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 processing fee. Your reimbursement amount will be the current retail price of the Covered Product at the time it is returned to Us, less any processing fee. If you are eligible for a reimbursement, you will be required to provide proof of purchase for the replacement equipment.

(a) **Equipment Warranty:** Refurbished equipment shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. In the event that refurbished replacement equipment malfunctions within its ninety (90) day warranty period and is returned, such equipment will not result in an additional claim per the claim limits outlined in this Agreement.

(b) Equipment may not be shipped to a P.O. Box.

(c) If the Covered Product is operated outside any state or territory of the United States, the District of Columbia, or Canada, the replacement device will only be shipped to the address on record.

8. **PAYMENT AND FEES:**

(a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a 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 this Agreement. Refer to the following table for Your Service Fee.

Device Market Value	12 Month Service Fee
\$0 - \$379.99	\$39.99
\$380.00 - \$650.00	\$39.99

You shall remit the entire Service Fee to Mobilio at the time of the Agreement purchase. The Term Period is inclusive of the manufacturer's warranty period.

(b) **Processing Fee Per Replacement:** The Subscriber shall pay a non-refundable Processing Fee on a per occurrence basis prior to receiving any replacement or reimbursement for the Covered Product (the "Processing Fee"). Your Processing 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 register the Covered Product. Refer to the following table for Your Processing Fee.

Device Market Value	Claim Processing Fee
\$0 - \$379.99	\$50.00
\$380.00 - \$650.00	\$189.00

- (c) **Next Day Delivery Charge:** You may choose to have your replacement product shipped to you via next day delivery for an additional fee of **\$15.00** that will be collected by Us.
- (d) **Failure to Return Equipment/Non-return Charge:** You must return your Covered Product as directed prior to Us fulfilling Your claim and mailing Your replacement product.
- (e) **Find My iPhone Fee:** If your Covered Product is an Apple device and you return it to us with the "Find My iPhone" feature enabled, we may charge you an additional fee in the amount up to \$300. To avoid this fee, disable the "Find My iPhone" feature before returning Your Covered Product to Us.

9. **LIMITATION OF LIABILITY AND EXCLUSIONS:**

eSecuritel's liability hereunder shall be limited to the cost of one reimbursement or replacement product for the Covered Product and in no event shall the cost of such replacement equipment for the Covered Product exceed the Maximum Benefit of **\$650.00** 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 by a subscriber with a billing address or service address 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 rental purposes;
- e) Any failure resulting from any cause other than normal use and operation of the Covered Product 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, 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) Damage that is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair Your use of the Covered Product;
- 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 Covered Product by any person other than eSecuritel, Seller (as defined in the eSecuritel Service Warranty Program Service Contract/Extended Limited Warranty), or their respective authorized representatives;
- n) Claimed obsolescence of the Covered Product including technological obsolescence; or
- o) The Subscriber's failure to use reasonable means to protect the Covered Product from further damage after a failure occurs.

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 Mobilio Customer Care at (888) 588 - 4101 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 thirty (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 <INSERT 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 monthly basis, less the value of any replacement equipment previously provided by eSecuritel to the Subscriber under this Agreement.

(e) Unless otherwise required under applicable law, Our obligations under this Agreement will be fulfilled in their entirety if we have fulfilled one (1) claim in any rolling twelve (12) month period, as applicable by repairing or replacing the Covered Product or by providing reimbursement.

(f) For residents of the states of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Mexico, New York, Puerto Rico, 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 AND ARBITRATION. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES OF ANY NATURE IN ANY WAY RELATED TO OR CONCERNING THIS AGREEMENT, OUR PRIVACY POLICY, OR OUR SERVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. This agreement to arbitration extends to 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. The validity, scope, or enforceability of this arbitration provision or the entire Agreement shall also be resolved by final and binding arbitration before a single arbitrator. This includes any claims against other parties relating to services or products provided or billed to you whenever you also assert claims against us in the same proceeding. We each also agree that 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. **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES) ON AN INDIVIDUAL BASIS.**

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE OF THIS AGREEMENT (the "Opt Out Deadline").** You may opt out of these arbitration procedures by sending a letter to eSecuritel Holdings, LLC, P.O. Box 03, Alpharetta, GA 30009. **Any opt-out received after the Opt Out Deadline will not be valid, and you must pursue your claim in arbitration or small claims court.**

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to eSecuritel Holdings, LLC, P.O. Box 03, Alpharetta, GA 30009. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our registered agent at CT Corporation, 1201 Peachtree Street NE, Atlanta, GA 30361 and the American Arbitration Association ("AAA") to begin arbitration. All arbitration shall be administered by the AAA in accordance with its Wireless Industry Rules and Procedures in effect at the time the claim is filed. The AAA Wireless Industry Rules and Procedures are available at www.adr.org or by calling 1-800-778-7879. Any arbitration that 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. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written, reasoned findings of fact and conclusions of law. Upon filing of the arbitration demand, we will pay all filing, administration, and arbitrator fees for claims that total less than \$75,000. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR

REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. **Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.**

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

13. **PRIVACY:** This Agreement is subject to the eSecuritel Privacy Policy located at <http://www.esecuritel.com/esecuritel-privacy>, as amended from time to time, which policy is incorporated herein by reference. As set forth in the eSecuritel Privacy Policy, we may share your personal information with third parties that perform services for us or on our behalf, but we do not allow those third parties to use it for any purpose other than to perform the services, and We require those third parties to protect Your personal information in a manner consistent with the eSecuritel Privacy Policy.

14. **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, WA 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 1-305-421-6000). 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 the 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, 240 N. Fifth Street, Ste. 350, Columbus, OH 43215 (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)

(d) WA Customers: Dealers Assurance Corporation, 3240 N. fifth Street, Ste. 350, Columbus, OH 43215 (1-800-282-8913)

15. **SELLER.** The Seller of this Agreement is as listed on your receipt.

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

(a) **Alabama 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 Fees or a material misrepresentation by the Subscriber relating to the Covered Product or its use. If You cancel this Agreement, We may retain an administrative fee of up to twenty-five dollars (\$25).

(b) **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.

(c) **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 Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(d) 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 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 monthly basis, less the sum of (i) the value of any replacement services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fees 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, 4244 S. Market Court, Suite D, Sacramento, California 95834, or (iii) visit BEAR’s website at www.bear.ca.gov.

(e) Colorado 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 the cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach by the Subscriber relating to the Covered Product or its use. We may charge an administration fee, not to exceed ten percent (10%) of the gross Service Fees paid by the Subscriber.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within forty five (45) 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.

(f) 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 Covered Product, the Subscriber may cancel this Agreement pursuant to Section “CANCELLATION/TERMINATION AND REFUNDS”.

(g) 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 Fees, prorated on a monthly 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 monthly basis. Section “DISPUTE RESOLUTION” shall not apply.

(h) Georgia Customers. Your initial wait period for coverage will not exceed thirty (30) days. 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.

(i) Guam 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 the cancellation to the Subscriber's last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within Sixty (60) 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.

(j) Hawaii 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. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(k) Illinois Customers. The subscriber may cancel his Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". The service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the contract price or \$50.00. The Obligor is the party responsible for honoring cancellation requests. The selling dealer may handle a customer's request for cancellation on behalf of the Obligor.

(l) Maine 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. If eSecuritel cancels a service contract for a reason other than nonpayment of the provider fee, eSecuritel shall refund to the service contract holder one-hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. eSecuritel may charge an administrative fee not to exceed ten percent (10%) of the contract price.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within 45 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.

(m) Massachusetts 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 the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within 45 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.

(n) Minnesota 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 Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

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

(p) 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 Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(q) 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 fifteen (15) days written notice to the Subscriber.

Section 12 “Dispute Resolution” is not mandatory for Nevada customers.

(r) 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.

(s) New Jersey 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 the cancellation to the Subscriber’s last address listed in Our records. Such notice shall include the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation or omission by the Subscriber, or a substantial breach of contractual obligations by the Subscriber concerning the Covered Product or its use.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within forty five (45) 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.

(t) 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 fifteen (15) days written notice to the Subscriber.

If eSecuritel fails to remit to the Subscriber any amounts due and owing from eSecuritel to the Subscriber under section 11(c) of this Agreement within sixty (60) 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 thirty (30) day period or portion thereof eSecuritel fails to remit to the Subscriber such amount.

(u) New York 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. 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.

(v) 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 Fees when due.

(m) Oklahoma Customers. This Agreement is not issued by the manufacturer of or a wholesale company marketing the Covered Product. 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 Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a monthly 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. 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 the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(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. 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 the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Service Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

(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. To obtain reimbursement for an emergency repair, please contact eSecuritel at (866) 277 – 6325. 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 thirty (30) 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 Fees. 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 Fees 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 CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF COMMISSIONER OF INSURANCE.

Section “CANCELLATION/TERMINATION AND REFUNDS” is removed and replaced with the following: eSecuritel shall not cancel this Agreement except for: (i) nonpayment of the provider fee, (ii) material misrepresentation by the contract holder to the provider or administrator, or (iii) the substantial breach of duties by the service contract holder relating to the covered product or its use. Cancellation of this Agreement shall be in writing to the Subscriber five days (5) days before the cancellation effective date. The notice of cancellation shall include the effective date and reason for cancellation. If this service contract is cancelled by the provider for a reason other than nonpayment of the provider fees, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. The Subscriber may, within twenty (20) 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 any claims paid. After the first twenty (20) days, the Subscriber may cancel this Agreement and shall receive a refund of 100 percent of the unearned pro rata Service Fees, less any claims paid. If eSecuritel does not pay or credit a refund within forty five (45) days after the return of the service contract to eSecuritel, then eSecuritel shall pay a 10 percent per month penalty of the refund amount outstanding which eSecuritel shall add to amount of the refund. eSecuritel may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee.

Section “DISPUTE RESOLUTION” shall not apply.

(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 Fees, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product 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.

17. **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.

18. **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).

19. **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 & WA

eSecuritel Holdings, LLC
P.O. Box 03
Alpharetta, Georgia 30009
(866) 277-6325

Florida

Lyndon Southern Insurance Company
10151 Deerwood Park Boulevard
Building 100, Suite 330
Jacksonville, FL 32256

Washington

Dealers Alliance Corporation
240 N. Fifth, Ste. 350
Columbus, OH 43215

Puerto Rico Amendatory Endorsement

The following Puerto Rico variations shall control if inconsistent with any other terms or conditions of this Agreement:

The phone call to make a claim to the number provided in Section 2(a) “COVERAGE” is free of charge.

Section 5 “TERM AND RENEWAL” is amended to add these sentences to the end of the paragraph:

After purchase of this Agreement, You have ten (10) days to evaluate this Agreement and determine if You want to keep it. If any of the terms of this Agreement are changed, eSecuritel will either (1) notify You at least thirty (30) days prior to the effective change to allow the contract holder to decide if they want to keep the coverage or (2) cancel this Agreement and discontinue Your monthly Service Fee charge.

Section 8(d) “Invalid Claim” is removed in its entirety for Puerto Rico customers.

Section 9(n) is removed in its entirety for Puerto Rico customers.

Section 12 “DISPUTE RESOLUTION AND ARBITRATION” arbitration provision is optional for Puerto Rico customers. Arbitration is available to Puerto Rico customers at their request and is not binding.

In addition, the following text in Section 12 “DISPUTE RESOLUTION” is deleted for Puerto Rico customers:

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.

Section 16 “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 Commonwealth of Puerto Rico.