

# Wireless Protection Plan

Congratulations on becoming a Member of the Wireless Protection Plan! There are numerous additional benefits available to you as a Member of the Wireless Protection Plan. Below are the Terms and Conditions for the Handset Maintenance Protection Plan.

## MEMBERSHIP TERMS AND CONDITIONS TWO YEAR PREFERRED PLAN

Various provisions included in this explanation of Member benefits restrict coverage. Read the entire Terms and Conditions carefully to determine rights, duties and what is and is not covered. This is the complete Membership Terms and Conditions, if you have questions regarding these Terms and Conditions we will be pleased to answer them.

- Equipment failure evaluations performed by the Communication Service Provider, Dealer and/or the manufacturer must be confirmed prior to making the claim for product replacement.
- All claim replacements must be authorized by the Administrator before replacements are made. All unauthorized claims, repairs or replacements will be denied. (See claims section)

## PROGRAM TERM

- The Membership term is twenty-four (24) months from the inception date and subject to a thirty (30) day waiting period, unless the Administrator notifies You that your application has not been approved. No claim can be filed within the Waiting Period. Any replacement claim filed within the Waiting Period will void this Membership.
- If You purchase a new Membership for the Covered Product before the current Membership expires, the Waiting Period will be waived on the new Membership period.

## DEDUCTIBLE

A non-refundable thirty five dollar (\$35) deductible maintenance fee will be collected for each authorized claim for any Mobile Broadband Devices and Home phone Connect Devices. A non-refundable fifty dollar (\$50) deductible maintenance fee will be collected for each authorized claim for any Simple Feature Phone (non-PDA or Smartphone). A non-refundable one hundred dollar (\$100) deductible maintenance fee will be collected for each authorized claim for any Smartphone or any type of Personal Digital Assistants (PDAs). This Membership is not transferable.

## I. COVERAGE AND DEFINITIONS AS USED IN THESE TERMS AND CONDITIONS:

In return for Your payment of all applicable fees, We cover Loss of Your Covered Product except those losses that are recoverable under the manufacturer's warranty and those causes of Loss listed in Exclusions. Subject to the Terms and Conditions, We agree to make good any Loss covered under these Terms and Conditions, provided Loss was sustained during the Membership period.

- A. "Administrator" means Wireless Group Holdings, Inc. appointed to administer the Program.
- B. "Authorized Service Facility," means the location or locations that are registered and serve as a repair or replacement facility for the Administrator
- C. "Claim Center" means the company appointed to adjust the claims.
- D. "Communication Service Provider" means the provider of the wireless telephone service for Your Covered Product.
- E. "Covered Product" as used in these Terms and Conditions means wireless telephones, Personal Digital Assistants (PDAs) and related standard equipment owned by You and actively registered on a Communication Service Provider's wireless network.
- F. "Member" means the customer of the Dealer for whom the Administrator has on file a complete description of the Covered Product and who has before the date of the Loss in question, paid all applicable Membership fees with respect to the Covered Product.
- G. "Failure" means Mechanical or Electrical Failure of Covered Product to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions and you have abided by all of the maintenance requirements.
- H. "Loss" means loss of usage, including but not limited to, Failure.
- I. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or any contaminant including smoke, vapor, soot, fumes, acid, chemicals, artificially produced electric fields, magnetic fields, electromagnetic field, sound waves, microwaves, all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- J. "Waiting Period," means there will be a thirty (30) day waiting period that begins on the Membership inception date. Claims will be honored on the 31st day.
- K. "We", "Us" and "Our" means the Wireless Protection Plan.
- L. "You" and "Your" means the Member.

## II. EXCLUSIONS

We will not pay for Loss caused directly or indirectly by any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

- A. Failure to abide by all of the required maintenance for your Covered Product.
- B. Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause.
- C. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, terrorism, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
- D. Governmental action, meaning seizure or destruction of property by order of governmental authority.
- E. Indirect Loss, meaning any delay, loss of market, loss of use or any other consequential loss, interruption of business or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Product due to the interference at the location of repair or replacement by strikers, other persons or any other cause.
- F. Loss due to acts caused by or resulting from rodents, insects, vermin or other animals.
- G. Loss due to the intentional parting of Covered Product by You or anyone entrusted with the property.
- H. Failure due to obsolescence, including technological obsolescence of the Covered Product.
- I. Intentional, dishonest, fraudulent or criminal acts by You, any of Your authorized representatives, anyone You entrust with the property and any of their family members, or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- J. Failure caused by cosmetic change (custom faceplates) or change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered product however caused, including, but not limited to, scratches, marring, and cracked housing or casing that occur to Covered Product that does not affect the mechanical or electrical function of the Covered Product.
- K. Failure resulting from faulty repair, adjusting, installation, servicing, or maintenance.
- L. The discharge, dispersal, seepage, migration, release or escape of Pollutants.
- M. Unauthorized repair or replacement.
- N. Preventative maintenance or preferential adjustments.
- O. Use of the Covered Product in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions.
- P. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Product, or recall by the manufacturer.
- Q. Loss to batteries (unless lost as part of wireless telephone Loss), antennas, external housing or casings that do not affect the mechanical or electrical function of Covered Product.
- R. Covered Product whose Serial Number, IMEI, HEX or ESN has been altered, defaced, removed or does not match.
- S. Failure due to normal wear and tear, gradual deterioration, inherent vice or latent defects.
- T. Loss during the Waiting Period or arising out of an occurrence during the Waiting Period.
- U. Contraband or property in the course of illegal transportation or trade.

- V. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
- W. Property in transit to You from a manufacturer or seller that is not the Authorized Service Facility.
- X. Any accessories.
- Y. Losses that are recoverable under the manufacturer's warranty.
- Z. Loss that occurs during a period of suspension of service from the Communication Service Provider other than a suspension related to Your reporting obligations under the Terms and Conditions Your account with the Communication Service Provider is brought to active status.
- AA. Loss due to the Communications Service Provider's inability to provide adequate service for wireless telephone use.
- BB. Covered Products not readily available in the United States through Communication Service Providers (overseas unlocked phones).
- CC. Covered Product exchanges that are not registered with the Administrator.
- DD. Customer misuse and abuse.
- EE. Loss of data or contact information.

### III. CANCELLATIONS

The Administrator may cancel this Membership at any time if it is determined that You or Your equipment does not qualify, by mailing or delivering written notice of cancellation, to You at the last mailing address known to them or by electronic mail with retention of delivery. You may cancel this Membership within the first seven (7) days following the inception date, Your Membership purchase price would be refunded, minus a \$35 cancellation fee.

### IV. LIMITS OF LIABILITY AND TERRITORY

- A. The Claim Center will not pay more than the replacement value of the Covered Product, not to exceed five hundred dollars (\$500), less the applicable deductible maintenance fee, for replacement due to Loss or damage to the Covered Product for any one enrolled Member.
- B. A maximum of two (2) replacements for Failure will be allowed per enrolled Member.
- C. The benefits under this Program will be fulfilled if the Covered Product is replaced twice.
- D. The coverage territory is the United States and a Loss will be adjusted under U.S. currency at the time of the settlement.

### V. SUBROGATION

If any person or organization to or for whom the Administrator makes payment under this Program has rights to recover damages from another, those rights are transferred to the Administrator. That person or organization must do everything necessary to secure the Administrator's rights and must do nothing after a Loss to impair them. Any recovery or salvage on a Loss will accrue, entirely to the Administrator's benefit, until the sum paid by the Administrator has been recovered. Upon request from the Administrator, You will return to the Claim Center any damaged equipment.

### VI. CLAIMS

It is intended that the Claim Center's right to adjudicate every claim, which is to verify that the claim is within the Membership term, coverage cost, has not been preempted. Coverage for any claim that has not been pre-approved in accordance with the Terms and Conditions will be denied.

- A. Equipment failure evaluations performed by the Communication Service Provider, Dealer and/or manufacturer must be confirmed prior to making Your claim for product repair or replacement.
- B. Have your Membership number and your serial number of the Covered Product available.
- C. Contact the location where the Warranty Protection Plan was purchased.
- D. If requested, You must permit the Claim Center to inspect the property and records proving Loss and must cooperate in the investigation of such claim.
- E. In the event of a covered Loss, You may be required to provide a copy of the original bill of sale.
- F. If requested, You must permit the Claim Center to question You, at such times as may be reasonably required, about any matter relating to this coverage or Your claim, including your books and records.
- G. If requested, You must be able to provide the Communication Service Provider's Account billing information for the most recent three (3) months.
- H. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Product from any further damage.
- I. If a claim involves a violation of law or any Loss of possession, You must promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- J. You must report the Loss to the Claim Center no later than ten (10) days from the date of Loss. If the Loss is not reported within ten (10) days, Your claim will be denied.
- K. You must provide the Claim Center with all of the necessary information required to authorize Your claim within thirty (30) days of the date that You report Your Loss to the Claim Center. Failure on Your part to deliver the damaged Covered Product or to take delivery of the replacement within thirty (30) days of claim authorization from the Claim Center will result in denial of Your claim under these Membership Terms and Conditions.
- L. All damaged Covered Products must be taken to the location where the Wireless Protection Plan was purchased.
- M. You must provide the Claim Center with a detailed proof of Loss statement, and a copy of the police report filed for theft, attempted theft, vandalism, or lost equipment within thirty (30) days of the date of Loss prior to receiving replaced equipment. Proof of Loss requirements are satisfied once all requested information has been received and verified by the Claim Center as outlined in these Membership Terms and Conditions.
- N. A valid claim will be authorized when you have paid the deductible maintenance fee.
- O. You are responsible for payment of any items not covered under the Membership Terms and Conditions.
- P. Any Member canceling the deductible maintenance fee payment will be responsible for payment for the full amount of the value of the Covered Product and any additional charges incurred by the Administrator.

### VII. ADDITIONAL TERMS AND CONDITIONS

- A. No person or organization, other than You, having custody of Covered Product will benefit from this Membership.
- B. You may not transfer this Membership.
- C. This Membership is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
  - 1. this Membership;
  - 2. the Covered Product;
  - 3. Your interest in the Covered Product; or
  - 4. a claim under this Membership agreement
- D. You will not be entitled to receive cash in lieu of actual repair or replacement equipment.
- E. The Claim Center can replace the Member's Covered Product with remanufactured equipment of like kind or quality.
- F. Replacement equipment may not be exchanged, returned or replaced for any reason other than the inability to properly activate the replaced equipment as determined by the Authorized Service Facility.
- G. The Membership will be voided if the Covered Product's Serial Number, IMEI, HEX or ESN has been altered, defaced, removed or does not match.
- H. The Membership will be voided if the Covered Product's exchange is not registered with the Administrator.
- I. The Membership will be voided if the Member cancels the deductible maintenance fee payment.
- J. The Member will be responsible for all shipping costs of the Covered Product to the Authorized Service Facility
- K. Upon a replacement of the damaged Covered Product, the damaged Covered Product will become property of the Administrator.
- L. If a Member wishes to upgrade the Covered Product during the claims process, the Member will be responsible for the upgrade fee.

The Administrator does not authorize any other person to assume for them any other obligations or liabilities stated in these Terms and Conditions.