

Terms and Conditions of Warranty Life Protection Plan

1. Protection Plan Overview. The Warranty Life Protection Plan (the “Plan”) is a membership plan offered by Warranty Life Global LLC (“Warranty Life,” “us,” “we” and “our”), entitling members to certain phone and tablet-related services and other benefits described below and in the Protection Plan Memberships and Features (the “Features Document”) found below.

2. Plan Terms.

- a. Upon your purchase of a Plan membership, you accept and agree to be bound by these terms and conditions (the “Terms”).
- b. These Terms apply exclusively to your Plan membership and do not alter the terms or conditions of any other agreement you may have with us.
- c. No employee, agent or representative of Warranty Life or any Warranty Life authorized dealer (an “Authorized Dealer”) is authorized to make any agreement, statement, representation or warranty on behalf of Warranty Life and affecting your Plan membership not expressly contained in the Terms or to waive any provision of the Terms.
- d. In the event of any conflict between the Terms and any other agreement, statement, representation or warranty made by us, an Authorized Dealer or any of their respective employees, agents or representatives, the Terms prevail.

3. Types of Memberships. We offer five types of Plan memberships:

- a. Device Basic;
- b. Pre-Paid Basic;
- c. Enhanced, and
- d. Enhanced PLUS.
- e. SmartSaver AI Loyalty Rewards

4. Membership Features.

- a. The features associated with each type of membership are set out in the Protection Plan Membership and Features section below.
- b. We may add or delete features to or from one or more of the memberships from time to time.
- c. Additional Usage-Based benefits are only available to specific users who opt-in to our app based SmartSaver offer. Offers are based on our artificial intelligence assessment and will vary per user. Battery replacement not eligible for reduced deductible.
- d. Accidental damage coverage from drops and spills:
 - i. We will attempt to repair the damaged Member Device, but we may provide a replacement device of like kind, quality and operating system or a market value cash payment, not to include accessories, if the Member Device cannot be repaired or we choose not to replace the device.
 - ii. We may return the Member Device to you if it is covered under any other warranty and such warranty provides you with a replacement device in exchange for your original device.
 - iii. When a replacement device is provided, we do not guarantee that the replacement device will be the same color as the replaced device.

5. Membership Requirements.

- a. To become a member, you must
 - i. be at least 18 years old;
 - ii. have purchased a smartphone, tablet or laptop (the "Member Device") and protection plan for the Member Device from an Authorized Dealer;
 - iii. not be in breach of any material term of the Terms; and
 - iv. have tested your Member Device using our mobile app, which is accessed by using a "registration code" provided upon purchase of a membership. The mobile app will confirm the Member Device is working to our standards and register it. If you do not register your Member Device and make a repair or reimbursement claim within 30 days, you will not be covered. Laptops are exempted from testing and are automatically registered during purchase.
- b. Pre-Paid Basic membership purchases from Partners are subject to a waiting period for mechanical coverage as determined by the length of the Partner return policy for their device purchase (Swappa Pre-Paid purchases subject to a 90 day waiting period). Users under the monthly Enhanced or Enhanced Plus membership will have their mechanical coverage begin immediately upon registration with the Warranty Life mobile app. Users who do not register using the app will have a waiting period of 30 days.
- c. We may accept or reject your purchase of a membership at our sole discretion.

6. Term of Membership (the "Membership Term"). Membership is effective upon payment to the Authorized Dealer (for the benefit of Warranty Life) of the subscription fee for the relevant membership (the "Effective Date") and remains effective so long as subscription fees are paid on time or the membership is cancelled under the Terms.

7. Membership Number. We will issue you a unique membership number when you purchase a Plan membership. This number may only be used by you and is not transferable. You agree to notify us and the Authorized Dealer if you become aware of any unauthorized use of your membership number.

8. Personal Information.

- a. At the time of purchase of a membership, you may be required to submit to the Authorized Dealer, for our benefit, accurate and current information in connection with the membership application, including your name, address, email address and telephone number.
- b. You are responsible for making any necessary changes to your account information so that such information remains accurate and current during the Membership Term. You may change your account information by updating your member profile data at our website www.WarrantyLife.com. We are not liable for correspondence, via e-mail or otherwise, that is lost, delayed, or misdirected.
- c. Our protection of your personal information is of the utmost importance to us. Please see our privacy policy found on the Warranty Life website at <https://www.warrantylife.com/privacy> for information on how we gather and protect your personal information.

9. Loss of Member Device. If your Member Device is lost, you must notify us in writing to cancel the membership associated with the Member Device.

10. Claims. Regardless of the type of membership, you are limited to two claims per 365-day period, commencing with the original purchase date. Taxes on repairs are payable by the member.

Claims must be made within 30 days of damage or will be denied.

Membership does not include protection against theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use, cosmetic damage and/or other damage that does not affect the unit functionality or damage caused during shipment.

Damage from abuse, damage caused by liquid spills, misuse, mishandling, introduction of foreign objects i, unauthorized modifications or alterations; failure to follow the manufacturer's instructions; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; Loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; Incidental, consequential or secondary damages or delay in rendering service under this Agreement; loss of use during the period that the covered product is at an authorized service center or awaiting parts; Any product used in a commercial setting or rental basis; Failures that occur outside of the 50 states of the United States of America and the District of Columbia; Non-functional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets; scratches, peeling & dents; Unauthorized repairs and/or parts; Cost of installation, setup, diagnostic charges, removal or reinstallation of the Covered Product, except as provided herein; Accessories used in conjunction with a Covered Product; Any other loss other than a covered breakdown; Service where no problem can be found; noises; squeaks; breakdowns which are not reported during the term of your membership.

Network connections, software or app related issues are not covered.

11. Cancellations.

- a. You may cancel your Prepaid Basic membership at any time by giving us a written notice of cancellation. If you cancel within 30 days of the commencement of the Membership Term, you are entitled to a full refund of the subscription fee for the membership, less our repair or replacement costs. If you cancel your Prepaid Basic membership after 30 days, you are entitled to a return of the subscription fee for the membership, prorated over the one year period commencing with the Effective Date, less a \$10 administration fee, less our repair or replacement costs.
- b. You may cancel your Monthly Enhanced membership at any time.
- c. You may cancel your Monthly Enhanced Plus membership within the first 30 days of the Membership Term, you return the products delivered to you under the Monthly Enhanced Plus membership, unopened and at your expense.
- d. If you do not cancel Monthly Enhanced Plus membership within the first 30 days as above, you must remain a member and pay the monthly subscription fees for the first 90-day period. You can then cancel after the 90-day period by giving us notice.
- e. Cancellation of your membership is effective on the date you give us notice of cancellation.
- f. Notice to be effective must be given at least 15 days before the start of the next billing cycle.
- g. Payment charges end at the next billing cycle.
- h. We may cancel your membership, for any reason or for no reason, in our sole discretion, including our belief that your continued use of the membership would violate any provisions of the Terms, applicable law, or otherwise be harmful to us. In the event of any such termination, you are entitled to a pro rata refund of the Membership Fee (net of the amount paid to the Authorized Retailer) based on the number of days remaining in the Membership Term.

12. Termination of the Plan. We may terminate the Plan or any of the Plan Benefits, in whole or in part, at any time with or without notice to you.

13. Transfer of Title to Member Device. Title to a Member Device passes to us if we replace or reimburse you for the device. You are responsible for eliminating data or any personal information before shipment of a Member Device to us.

14. Changes to the Terms. We may, in our sole discretion, change the Terms at any time without notice or

liability by posting revised Terms on the Warranty Life website. Any changes take effect immediately, unless otherwise provided. You may view the current version of these Terms at any time by visiting the Warranty Life website. You may also obtain a copy of the Terms at the Authorized Dealer or by contacting us.

15. **DISCLAIMERS; LIMITATION OF LIABILITY.** NONE OF THE PLAN, THE MEMBERSHIP, OR ANY OF THE PLAN BENEFITS IS AN INSURANCE POLICY OR A CONTRACT OF INSURANCE OR AN EXTENDED WARRANTY OR SERVICE CONTRACT. USE OF THE PLAN AND ANY OF THE PLAN BENEFITS IS AT MEMBER'S SOLE RISK. THE PLAN BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WARRANTY LIFE AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS AND AGENTS, AND THE AUTHORIZED DEALER ("WARRANTY LIFE ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLAN AND ANY OF THE PLAN BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. WARRANTY LIFE ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (i) THE PLAN WILL MEET YOUR REQUIREMENTS, (ii) THE PLAN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU UNDER THE PLAN WILL MEET YOUR EXPECTATIONS. WARRANTY LIFE ENTITIES ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WARRANTY LIFE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLAN OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE PLAN; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PLAN'S DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PLAN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

16. **Indemnification.** You indemnify the Warranty Life Entities from any loss arising from any of the following circumstances: (a) the use or operation of the Member Device by you for a purpose or in manner for which it was not designed, (b) your intentional, willful or wanton misuse, abuse or mishandling of the Member Device, (c) your violation of any of the Terms, (d) your intentional, dishonest, fraudulent or criminal acts.

17. **Taxes.** Sales taxes are not included.

18. **Miscellaneous.**

- a. These Terms, including all documents referenced herein, represent the entire understanding between Warranty Life and you with respect to the Plan and the Membership and supersedes any other agreements, statements or representations.
- b. No waiver by us of any breach of the Terms is a waiver of any subsequent breach of the same or any other provision hereof.
- c. The headings in the Terms are for convenience of reference only and do not affect the meaning or construction of the Terms.
- d. The Terms are governed by the laws of WA, USA.
- e. Any disputes under the Terms must be resolved in the courts of Washington State, USA.
- f. You may contact us by emailing us at service@warrantylife.com.

g. Any notice required or permitted under the Terms must be in writing and emailed to us at service@warrantylife.com.

h. Membership terms are subject to change without notice.

Protection Plan Memberships and Features

Galaxy Z and other flip phone models not eligible for coverage as of March 1, 2022. Members who purchase and register with these models will have their payments canceled and sent notifications about the removal of the program. Members on the monthly subscription are not subject to this restriction.

Device Basic

- Covers any mechanical issues with the device
- No administration fee
- May come with SmartSaver AI Loyalty Rewards

Pre-Paid Basic

- One-year accidental damage coverage from drops and spills
- Maximum of two claims in each 12-month period
- Administration fee for each claim
- Additional Service Contract Terms & Conditions may be provided for your specific plan
- Web-based, electronic devices tracking dashboard, enabling logging of device purchases, managing of device warranties, etc.

Enhanced

- Accidental damage coverage from drops and spills
- Maximum of two claims in each 12- month period
- Administration fee for each claim
- Additional Service Contract Terms & Conditions may be provided for your specific plan
- Web-based, electronic devices tracking dashboard, enabling logging of device purchases, managing of device warranties, etc.

Enhanced PLUS

- Accidental damage coverage from drops and spills
- Maximum of two claims in each 12- month period
- Administration fee for each claim
- Additional Service Contract Terms & Conditions may be provided for your specific plan
- Web-based, electronic devices tracking dashboard, enabling logging of device purchases, managing of device warranties, etc. tracking dashboard

SmartSaver AI Loyalty Rewards

To access this program, download the Warranty Life app and register your coverage. Based on the product program, you may be eligible for loyalty credits towards your deductible, premium or other special offers under our membership program.

- Receipt required for reimbursement

Note: All feature descriptions are subject to any feature limitations or conditions set out in the Protection Plan Terms and Conditions.