

BRIGHTSTAR 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 “Brightstar” refer to the provider of this Agreement. Brightstar Device Protection, LLC is the provider and Obligor in all states except Florida where Lyndon Southern Insurance Company is the provider and Obligor and Washington where 4warranty Corporation is the provider and Obligor. You may contact Brightstar Device Protection, LLC by mail at 2325 Lakeview Parkway, Suite 700 Alpharetta, GA 3009 or by phone at (866) 277-6325. 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 repair or 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 manufacturer’s defects or workmanship, (the “Covered Causes”). All Covered Products replaced under this Agreement shall become the property of the Obligor. In order to obtain a replacement or repair, You must:

- (a) Call (877) 260-7160 to file the service request within sixty (60) days of the date Your Covered Product first fails to operate properly and receive replacement or repair authorization. You will be required to provide the enrolled Subscriber and Covered Product information, including the make, model, IMEI/ESN/MEID or Serial Number, description of the Covered Cause, and if requested by Brightstar, proof of ownership of the Covered Product and any other reasonably requested documentation and verification.
- (b) You must provide all required information pertaining to the Covered Product and Cause within sixty (60) days of initially reporting the service request, and if approved, take possession of the replacement device or have Your wireless device repaired within sixty (60) days of the approval.
- (c) Upon Brightstar’s request, you must take the Covered Product to an Authorized Service Center for inspection and/or repair.
- (d) If a replacement wireless device is to be provided, return the claimed Covered Product as directed upon
- (e) Be a valid, active, and current Subscriber of a Wireless Service Provider.
- (f) Not have any outstanding debts or fees owed to Brightstar Device Protection, LLC or the Obligor.

Parts and service covered under any manufacturer, wireless service provider, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Agreement.

“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. To be considered Covered Product, the wireless device must have logged outgoing airtime with Your Wireless Service Provider after the request for coverage for the Covered Product and within sixty (60) days prior to reporting the Wireless Device failure, and for which You can provide Us proof of ownership.

3. **ELIGIBILITY**: Only Covered Products purchased as New, in original packaging, or Certified Like New from an eligible Target location or provided to the Subscriber as a replacement device as a result of a service request against this Agreement, Brightstar’s Handset Protection Program or the Manufacturer’s Warranty are eligible for coverage. This Agreement must be purchased at the same time the Subscriber purchased the Covered Product from an eligible Target location as evidenced by the Subscriber’s receipt.

As the program provider, Brightstar Device Protection, 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 Brightstar to access Your account records with Your Wireless Communications Service Provider to validate Your enrollment and service request eligibility.

(b) We may contact you regarding Your coverage, enrollment, and/or service requests via Short Message Service (SMS) text messaging, email or such other means as Brightstar 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 [INSERT WEB ADDRESS] or sending Your request via mail to Brightstar.

4. **EFFECTIVE PERIOD OF COVERAGE:** This Agreement shall become effective upon the Subscriber's payment of the Service Fee (the Service Fee) due upon purchase date of this Agreement.

YOUR COVERAGE FOR THE COVERED CAUSES UNDER THIS AGREEMENT SHALL BECOME EFFECTIVE IMMEDIATELY.

5. **TERM AND RENEWAL:** The Term Period is monthly. You understand and agree that this Agreement will be automatically renewed for successive months on a continuous basis unless You or We terminate this Agreement pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". The Subscriber's failure to pay the Service Fee in advance or ceasing to be an active subscriber of Brightstar's Handset Protection Program, regardless of cessation reason, is considered termination of the Agreement by the Subscriber and the Agreement may not be renewed.

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 service request against this Agreement or Brightstar's Handset Protection Program, You have agreed to all changes to coverage, premium, and deductibles. Changes to Covered Product are subject to approval by Brightstar; You will be notified within thirty (30) days of request if such change was denied.

7. **REPAIR OR REPLACEMENT OF PRODUCTS:** At Our sole discretion, we may replace or repair the Covered Product. If we elect to replace the Covered Product and the identical make and model is no longer available or unavailable in inventory, we will replace it with a product of comparable functionality. In all cases, we will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. At Our option, a replacement product may be either new or refurbished and of a different brand, model, and/or color. Non-original manufacturer parts may be used in refurbished products or to repair the Covered Product.

Any time Your Covered Product is to be replaced or repaired 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. If you are eligible for a reimbursement, you will be required to provide proof of purchase for the replacement equipment.

8. **PAYMENT AND FEES:**

(a) **Payment:** For each Term Period You desire coverage under this Agreement, You shall remit to Us a Service Fee payable in accordance to these Payment Terms ("Payment Terms"). Your Service Fee is based on the new non-discounted, non-subsidized retail price of the make and model of the Covered Product at the time

You purchased the Covered Product and the length of Your Term Period. Refer to the following table for Your Service Fee.

New Retail Price	Monthly
\$0 - \$249.99	\$1.00
\$250.00 - \$399.99	\$1.00
\$400.00 – \$598.99	\$1.00
\$599.00 - \$1,000.00	\$2.00

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

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

New Retail Price	Service request
\$0 - \$249.99	\$40.00
\$250.00 - \$399.99	\$90.00
\$400.00 - \$598.99	\$125.00
\$599.00 - \$1,000.00	\$199.00

- (c) **Failure to Return Equipment/Non-return Charge:** The Covered Product approved for replacement must be returned to Us at Our shipping expense within fifteen (15) days of receipt.
- (d) **Invalid Service Request:** If, within the latter of twenty (20) days after the Subscriber receives the replacement equipment or Brightstar receives the claimed Covered Product, Brightstar determines, in its sole discretion, that the Subscriber’s replacement coverage service request is not for a Covered Cause under this Agreement, the Subscriber’s Account shall automatically be charged an amount not to exceed the manufacturer’s suggested retail price of the replacement equipment less any Deductible and/or Service Fee received.

9. LIMITATION OF LIABILITY AND EXCLUSIONS: Brightstar’s liability hereunder shall be limited to the cost of two (2) repairs and replacement devices within any twelve (12) month period of time and in no event shall the cost of such replacement equipment for the Covered Product exceed the Maximum Benefit of \$1,000.00 per service request occurrence. If You have exhausted the allowable number of service requests, 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) Service Request 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 Brightstar, Seller (as defined in the Brightstar 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.
- p) "Products that are not purchased from an eligible Target location.

UNDER NO CIRCUMSTANCES SHALL BRIGHTSTAR 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 SERVICE REQUEST 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 service request 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 Brightstar Customer Care at (877) 260-7160 or delivering advance written notice of cancellation to Brightstar 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. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations.

(b) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has not made a service request under

this Agreement, the Agreement is considered void and Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber under this Agreement.

(c) Unless otherwise specified under applicable law, if the Subscriber or Brightstar cancels this Agreement within thirty (30) days after the Subscriber purchases this Agreement and the Subscriber has made a service request under this Agreement, Brightstar 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 service request by Brightstar to the Subscriber.

(d) Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement more than thirty (30) days after the Subscriber purchases this Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the value of any replacement equipment previously provided by Brightstar 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 two (2) service requests 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 Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under this Section within thirty (30) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar 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 Brightstar Device Protection, LLC, P.O. Box 03, Alpharetta, GA 30009 Attn: **Legal Department**. **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 Brightstar Device Protection, LLC, P.O. Box 03, Alpharetta, GA 30009 Attn: Legal Department. 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 Brightstar Privacy Policy located at <http://www.Brightstar.com/Brightstar-privacy>, as amended from time to time, which policy is incorporated herein by reference. As set forth in the Brightstar 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 Brightstar 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, GA, UT and WI, the obligations of Brightstar 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 Brightstar under this Agreement are insured pursuant to a service contract reimbursement insurance policy issued to Brightstar. If Brightstar does not perform its obligations hereunder within sixty (60) days after the Subscriber files a service request with Brightstar, the Subscriber is entitled to file a service request directly with the insurer indicated for the customer’s state at the below address.

THE OBLIGOR UNDER THIS AGREEMENT IS INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, FLORIDA LICENSE NO. 03698, EXCEPT IN GEORGIA WHERE THE OBLIGOR IS INSURED BY INSURANCE COMPANY OF THE SOUTH, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA WHERE THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10151 DEERWOOD PARK BLVD., BLDG. 100, SUITE 500, JACKSONVILLE, FL 32256 (800) 888-2738, AND EXCEPT IN WISCONSIN WHERE THE OBLIGOR IS INSURED BY ATLANTIC SPECIALTY INSURANCE COMPANY, 605 NORTH HIGHWAY 169, SUITE 800, PLYMOUTH, MN 55441.

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

16. **NOTICES**: Any notices required to be given under this Agreement shall be in writing and either delivered by mail, email, website posting or another functionally equivalent electronic means of transmission. By providing Us with Your email address you expressly consent to receive notices electronically either to the email address We have on file or via website posting. Further, You expressly agree that any electronic communication delivered to You will be deemed to have been given or made and received on the day that it was delivered to You, regardless of if You actually view the electronic communication.

17. **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 Fee 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 Customers**: 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 service requests fulfilled will be made to Your refund.

Section "DISPUTE RESOLUTION AND ARBITRATION" is amended to include the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area).

Section "CANCELLATION/TERMINATION AND REFUNDS" is removed and replaced with the following: The Subscriber may cancel this Agreement at any time for any reason by calling Brightstar Customer Care at (877) 260-7160 or delivering advance written notice of cancellation to Brightstar 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. Brightstar may cancel this Agreement immediately for any reason by notifying You in writing. Any cancellation of this Agreement by Brightstar shall be in accordance with applicable state laws and regulations.

Unless otherwise required under applicable law, if the Subscriber or Brightstar cancels this Agreement, Subscriber shall receive a pro rata refund, after deducting for administrative expenses associated with the cancellation. No claim incurred or paid shall be deducted from the amount to be returned.

(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 Fee, 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, Brightstar shall remit to the Subscriber a full refund of the Service Fees paid by the Subscriber for this Agreement less the value of any replacement or repair services received. If the Subscriber cancels this Agreement after thirty (30) days of receipt of Agreement, Brightstar shall remit to the Subscriber the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the coverage term, prorated on a daily basis, less the sum of (i) the value of any replacement or repair services received and (ii) an administrative fee not to exceed ten percent (10%) of the Service Fee paid by the Subscriber under this Agreement or twenty-five dollars (\$25.00), whichever is less. Section “DISPUTE RESOLUTION AND ARBITRATION” 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 Fee, 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 Fee paid by the Subscriber.

If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within forty five (45) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar fails to remit to the Subscriber such amount.

(f) Connecticut Customers: In the event of a dispute with Brightstar 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”. If you select monthly coverage, Your coverage does not expire while Your device is being repaired for a covered service.

(g) Florida Customers: Section “CANCELLATION/ TERMINATION AND REFUNDS” is removed and replaced with the following: If the Subscriber cancels this Agreement, Brightstar shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee, prorated on a daily basis, less the value of any replacement equipment provided by Brightstar to the Subscriber. If Brightstar cancels this Agreement, Brightstar shall remit to the Subscriber one hundred percent (100%) of the Service Fees paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis. Section “DISPUTE RESOLUTION AND ARBITRATION” 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 service requests 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 Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within Sixty (60) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar 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 Fee, 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 Brightstar cancels a service contract for a reason other than nonpayment of the provider fee, Brightstar shall refund to the service contract holder one-hundred percent (100%) of the unearned pro rata provider fee, less any service requests paid. Brightstar may charge an administrative fee not to exceed ten percent (10%) of the contract price.

If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within 45 days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar 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 Fee a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the Covered Product or its use.

If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within 45 days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar 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 Fee, 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 service requests 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 Fee, 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, Brightstar 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) Brightstar discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a service request 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 Brightstar, no deductions for service requests fulfilled will be made to Your refund. If Brightstar cancels this Agreement, Brightstar will provide at least fifteen (15) days written notice to the Subscriber.

Section 12 “DISPUTE RESOLUTION AND ARBITRATION” 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. The Arbitration provision of this Agreement is subject to RSA 542.

(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 Fee, 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 Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within forty five (45) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each month Brightstar 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, Brightstar 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) Brightstar discovers (A) fraud by the Subscriber or a material misrepresentation by the Subscriber in obtaining this Agreement or in filing a service request 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 Brightstar cancels this Agreement, Brightstar will provide at least fifteen (15) days written notice to the Subscriber.

If Brightstar fails to remit to the Subscriber any amounts due and owing from Brightstar to the Subscriber under section 11(c) of this Agreement within sixty (60) days after the effective date of cancellation of this Agreement, Brightstar shall remit to the Subscriber the amount due and owing from Brightstar plus an additional ten percent (10%) of such amount for each thirty (30) day period or portion thereof Brightstar fails to remit to the Subscriber such amount.

Final contract price to be determined prior to presentation to consumer for signature.

(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: Brightstar may not cancel this Agreement unless the Subscriber violates a term or condition of this Agreement or fails to pay the Service Fee when due.

(w) 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, Brightstar shall remit to the Subscriber a refund of ninety percent (90%) of the unearned Service Fee paid by the Subscriber under this Agreement allocable to the remainder of the term of this Agreement, prorated on a daily basis, less the actual cost of any products or services provided. If Brightstar cancels this Agreement, Brightstar 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. The license number for Brightstar Device Protection, LLC, the Obligor of this Agreement, is 864111.

(x) 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.

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

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

(aa) 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 Brightstar 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 Brightstar within sixty (60) days the Covered Product first failed, the service request is still valid so long as the Subscriber notifies Brightstar as soon as reasonably possible.

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

Any matter in dispute between the Subscriber and Brightstar shall be subject to Section "DISPUTE RESOLUTION AND ARBITRATION" as an alternative to court action. Any decision reached by arbitration shall be binding upon both the Subscriber and Brightstar. 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).

The service contract holder is the purchaser of this Agreement. The Seller of this Agreement is Brightstar US, Inc. and Brightstar Device Protection, LLC, as program administrator for the Wireless Protection Program., 850 Technology Way, Libertyville, IL 60048, (877) 260-7160.

(bb) Washington Customers: All references to Obligor throughout this Agreement are replaced with Service Provider. Any limit to the number of service requests 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 AND ARBITRATION": Nothing in Section "DISPUTE RESOLUTION AND ARBITRATION" shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Agreement. EMERGENCY SERVICE, if after You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Agreement to Administrator for reimbursement.

IN WASHINGTON, OBLIGATIONS OF THE SERVICE CONTRACT PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER. IF ANY PROMISE MADE IN THE AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL AT (800) 888-2738.

(cc) 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: Brightstar 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 service requests paid. The Subscriber may, within twenty (20) days of the delivery of this Agreement, reject and return this Agreement to Brightstar for a full refund of the Service Fee paid by the Subscriber under this Agreement, less any service requests 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 Fee, less any service requests paid. If Brightstar does not pay or credit a refund within forty five (45) days after the return of the service contract to Brightstar, then Brightstar shall pay a 10 percent per month penalty of the refund amount outstanding which Brightstar shall add to amount of the refund. Brightstar may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee.

Section "DISPUTE RESOLUTION AND ARBITRATION" shall not apply.

(dd) Wyoming Customers: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. If Brightstar cancels this Agreement, Brightstar shall deliver a written notice to the Subscriber at the last known address of the Subscriber contained in the records of Brightstar at least ten (10) days before the cancellation effective date. Prior written notice of Brightstar's cancellation of this Agreement is not required if the reason for cancellation is a nonpayment of the Service Fee, a material misrepresentation by the Subscriber, or a substantial breach of duties by the Subscriber relating to the 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

Brightstar Device Protection, 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

4warranty Corporation
10151 Deerwood Park Blvd., Bldg. 100, Ste. 500
Jacksonville, FL 32256

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 service request to the number provided in Section 2(b) "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, Brightstar 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(e) "Invalid Service Request" 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 18 "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.