

## PROTECTION PLAN

### 1. Definitions

**“Accidental Damage due to Handling”** or **“ADH”** - any direct and accidental damage including damage, accidental destruction that is externally visible and which prevents the correct operation of the Covered Device, Screen Damage, that occurs in the normal use of handling.

The terms **“You”, “Your”, “Customer”, and “Subscriber”** refer to the purchaser of this service contract (**The “Plan”**.) The terms **“We”, “Us”, “Our”, “Provider”, “Administrator”, “Obligor”, and “Likewise”** refer to the Provider of this agreement (except where otherwise noted). Likewise Device Protection, LLC is the Provider (except where otherwise noted) and You may contact Likewise by mail at 1900 W. Kirkwood Blvd., STE 1600C, Southlake, TX 76092.

**“Provider Authorized Services Provider” (“PASP”)** means the location or locations that serve as a repair or replacement service center for this Plan.

**“Claim”** means the request for service that You file with Us when Your Covered Device suffers a Failure.

**“Failure”** means Accidental Damage from Handling, or mechanical or electrical breakdown

**“Malfunction”** means the operational or structural malfunction of the Covered Device’s ability to operate due to defects in parts or workmanship during the term of Your enrollment in the Plan.

**“Covered Device”** means the eligible wireless device owned by You, exclusive of any accessory(ies), owned by You or Replacement Equipment provided by Us with the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), Mobile Equipment ID (MEID), or Serial Number) that is on record with Us when the wireless device first fails to operate properly. To be considered Covered Device, the wireless device must have logged outgoing access with Your Wireless Service Provider after the request for coverage for the Covered Device and within three (3) days prior to reporting the Covered Device failure.

**“Processing Fee”** means the amount that You pay toward Your Claim as specified in this Plan.

**“Effective Date”** is the date You purchased this Agreement which is shown as the “Date of Plan Purchase” on your welcome notification/email confirmation.

**“Monthly Service Contract Fee”** is the fee that You pay each month for protection pursuant to the Plan.

**“Seller”** refers to the party from whom You purchased the Plan specified in the Program Guide or as listed on Your receipt.

**“Retail Price”** means the suggested non-discounted, non-subsidized retail price of the Covered Device at the Effective Date of this Agreement.

### 2. The Plan

This contract (the “Plan”) governs the services provided by Provider and includes the terms in this document, Your Plan Confirmation (“Plan Confirmation”), and the original sales receipt for Your Plan. Your Plan Confirmation will be provided to You at the time of purchase or sent to You automatically thereafter. Benefits under this Plan are additional to Your rights under applicable laws, the manufacturer’s hardware warranty and any complimentary technical support. Your Plan may be paid by You or a third party who finances or otherwise pays for Your Plan (a “Plan Payment Provider”). The Plan covers the following equipment: (i) new and factory refurbished mobile devices activated on the Republic Wireless by DISH WIRELESS L.L.C. network provided by DISH WIRELESS L.L.C. (“Purchased Device”); and (ii) mobile devices brought in by You that are undamaged and in good working order that are activated on Republic Wireless by DISH network provided by DISH WIRELESS L.L.C. (“BYO Device”).

### 2. Plan Term and Renewal

**PLAN COVERAGE BEGINS THIRTY (30) DAYS AFTER THE EFFECTIVE DATE.** The Plan continues on a monthly basis, automatically renewing each month, unless cancelled (the “Plan Term”).

**YOU ACKNOWLEDGE AND AGREE THAT YOUR MONTHLY PLAN WILL AUTOMATICALLY RENEW EVERY MONTH UNLESS AND UNTIL CANCELLED. FOR IMMEDIATE CANCELLATION CALL 844-877-1095. FOR FURTHER INFORMATION, SEE SECTION 9 BELOW FOR A FULL EXPLANATION OF THE CANCELLATION TERMS.**

**YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE ABOVE PROVISION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.**

Each renewal will be at the original plan purchase price unless You are notified in advance of a price change. You agree to have the credit card, debit card or other authorized payment source (the “Payment Source”) used for Your initial Plan purchase (or Your first

Plan payment where not otherwise paid for by a Plan Payment Provider), kept on file to automatically charge at the end of each renewal or installment period following Your initial payment. Alternatively, if Your Plan is linked to Your Provider account, the payment source on file with Your Provider account will be automatically charged at the end of each renewal period following Your initial payment. If Your Payment Source cannot be charged for any reason, and You have not otherwise made the appropriate renewal or installment payment on time, Your Plan coverage will cease from the due date. Provider has the right, but not the obligation, to accept any late payment and allow Your Plan to continue from the date of late payment. If the price of Your Plan is subject to change upon renewal, You will be notified in advance of any price increase, in accordance with Section 11 of this Plan.

The applicable Monthly Service Contract Fee corresponds to the tier of Covered Device’s non-discounted, non-subsidized retail price at the time of enrollment:

Tier	1	2	3	4	5
<b>Retail Value*</b>	\$0 - \$249.99	\$250.00 - \$499.99	\$500.00 - \$999.99	\$1,000.00 - \$1,499.99	\$1,500.00 - \$2,499.99
<b>Monthly Service Contract Fee</b>	\$3.75	\$5.00	\$8.75	\$12.00	\$15.25
<b>Screen Repair Deductible</b>	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00
<b>All Other Damage Repair Deductible</b>	\$29.00	\$40.00	\$99.00	\$149.00	\$175.00
<b>Replacement Deductible</b>	\$29.00	\$40.00	\$149.00	\$249.00	\$325.00

You can find the price of Your Plan on the original sales receipt as provided by Provider or Seller from whom You’ve purchased Your Plan, or Your Plan Payment Provider. You agree the Provider may contact You regarding Your coverage, enrollment, and/or Claim via Short Messaging Service (SMS) text messaging, email, or such other means as Likewise 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 <https://myphoneguardian.com/republicwirelessbydish> or sending Your request by mail to Likewise.

### 3. What is Covered?

#### **3.1 Services for Accidental Damage from Handling (“ADH Service”)**

If during the Plan Term You submit a valid claim by notifying Provider that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (such as, drops and damage caused by liquid contact) (“ADH”), Provider will, subject to Your payment of the processing fee described below, either (i) repair the defect using new parts or previously used Provider genuine parts that have been tested and pass Provider functional requirements, or, at Provider’s option, (ii) exchange the Covered Device with a replacement product that may be new or refurbished and has been tested and passed manufacturer functional requirements.

**3.3 Services for Defects or Workmanship (“Service Contract Services”)** If during the Plan Term You submit a valid claim by notifying Provider that the Covered Device has failed to operate correctly, under normal conditions and use, due to manufacturer’s defects or workmanship after the expiration of the manufacturer’s warranty, Provider will, subject to Your payment of the service fee described below, either (i) repair the defect using new parts or previously used parts that have been tested and pass functional requirements, or, at Provider’s option, (ii) exchange the Covered Device with a replacement product that is new or refurbished and has been tested and passed manufacturer functional requirements.

All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Provider exchanges the Covered Device, the original product becomes Provider’s property and the replacement product is Your property, with coverage effective for the remainder of the Plan Term. Provider may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

Each time You receive a replacement(s) for ADH or mechanical or electrical breakdown, it is a "Service Event".

**Exclusions apply as described below. Other than as noted herein regarding screen replacements, ADH and mechanical and electrical coverage expires, and all of Provider's obligations to You under this section are fulfilled in their entirety once Provider has provided to You: two (2) Service Events on a twelve (12)-month rolling basis. Any unused Service Events will expire and not roll over. All other Plan benefits continue throughout.**

You are entitled to one (1) free front screen break repair over the lifetime of the Plan. After Your first screen break repair, You are eligible for unlimited front screen break repairs at \$29.00 the entire time You are enrolled in the Plan.

The applicable Processing Fees for each Service Event corresponds to the tier of Covered Device's non-discounted, non-subsidized retail price at the time of enrollment.

Tier	Retail Price at Time of Enrollment	Screen Repair (after first)	All Other Repair
1	\$0.00 - \$249.99	\$29.00	\$29.00
2	\$250.00 - \$499.99	\$29.00	\$40.00
3	\$500.00 - \$999.99	\$29.00	\$99.00
4	\$1000.00 - \$1,499.99	\$29.00	\$149.00
5	\$1,500.00 - \$2,499.99	\$29.00	\$175.00

*\*Fees exclude applicable taxes payable by You*

If You fail to return Your claimed device, or Your device is returned with in a disabled state, Provider may charge You a non-return / locked device fee in an amount up to the discounted retail price of the Covered Device at the time of enrollment:

Tier	Retail Price at Time of Enrollment	Non-Return Fee	Locked Device Fee
1	\$0.00 - \$249.99	\$25.00	\$25.00
2	\$250.00 - \$499.99	\$75.00	\$75.00
3	\$500.00 - \$999.99	\$300.00	\$300.00
4	\$1000.00 - \$1,499.99	\$750.00	\$750.00
5	\$1,500.00 - \$2,499.99	\$850.00	\$850.00

If the Covered Device is being fulfilled via the repair option and Provider determines there is no trouble found with the claimed device, Provider will return the device to You and may charge You, at its discretion, a "No-Trouble Found" \$50 Fee. If Provider has provided You a replacement, and Provider determines that the claimed device has not trouble found upon receiving it, Provider may choose to collect the No Trouble Found fee from You.

If You pay the deductible for repair and upon triage, Provider determines the device is destroyed or unrepairable and must be replaced, You may be subject to pay a claim conversion fee prior to receiving Your replacement. A conversion fee may also apply if You pay for a screen repair only, but the Covered Device has additional damage beyond screen-only including, but not limited to a bent or dented enclosure, that would prevent Provider from replacing the screen on the Covered Device. The Claim Conversion Fee is based upon the covered Device’s non-discounted, non-subsidized retail price at the time of enrollment:

Tier	1	2	3	4	5
<b>Retail Value*</b>	\$0 - \$249.99	\$250.00 - \$499.99	\$500.00 - \$999.99	\$1,000.00 - \$1,499.99	\$1,500.00 - \$2,499.99
<b>Screen Repair to Other Repair</b>	N/A	\$11.00	\$70.00	\$120.00	\$146.00
<b>Screen Repair to Replacement</b>	N/A	\$11.00	\$120.00	\$220.00	\$296.00
<b>All Other Damage Repair to Replacement</b>	N/A	N/A	\$50.00	\$100.00	\$150.00

Exclusions apply as described below.

#### 4. What is not Covered?

##### 4.1 Service Contract Services and ADH Services

Provider may restrict Service Contract Service and ADH Services to the country where the Covered Device was originally purchased.

Provider will not provide Service Contract Services or ADH Services in the following circumstances:

- (a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Device;
- (b) to conduct preventative maintenance;
- (c) to replace Covered Device that is lost or stolen;
- (d) to repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Device in a manner not normal or intended by manufacturer;
- (e) to repair any damage to Covered Device (regardless of the cause) if the Covered Device has been opened, serviced, modified, or altered by anyone other than a repair person authorized by manufacturer and Provider;
- (f) to repair pre-existing conditions of a BYO Device;
- (g) to repair any damage to Covered Device with a serial number that has been altered, defaced or removed;
- (h) to repair damages caused by fire, flood, earthquake or other external causes;
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Device as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (j) Loss, theft, or stolen devices are not covered.
- (k) Consequential damages.

Installation of third-party parts may affect Your coverage. As a condition of receiving a replacement device as part of Service Contract or ADH Services, the Covered Device must be returned to Provider in its entirety including all original parts or manufacturer-authorized replacement components. The restriction does not prejudice Your consumer law rights.

#### 5. How to Obtain Service and Support?

You may obtain service or Technical Support by calling Provider at 844-877-1095 or accessing [myphoneguardian.com/republicwirelessbydish](http://myphoneguardian.com/republicwirelessbydish). You must provide the Plan Agreement Number or Covered Device serial number. You must also, upon request, present Your Plan Confirmation, and the original sales receipt for Your Covered Device and Your Plan. If your covered device requires service, a service fee for each approved claim will apply and be collected in advance of claims resolution.

## 6. Service Options

At Our sole option, Provider will provide Service Contract Services and ADH Services to You through one or more of these options:

(a) Carry-in service. Carry-in service is available for most Covered Devices. Return the Covered Device to a Provider Authorized Services Provider ("PASP") that offers carry-in service. Service will be performed for You at the store, or the store may send the Covered Device to a Provider-approved repair service ("PARS") site for service. You must promptly retrieve the Covered Device.

(b) Mail-in service. Direct mail-in service is available for most Covered Devices. If Provider determines that Your Covered Device is eligible for mail-in service, Provider will send You prepaid waybills. You must package and ship the Covered Device to a PARS site in accordance with Provider's instructions. Once service is complete, the PARS site will return the Covered Device to You. Provider will pay for shipping to and from Your location if You follow all instructions. The repaired Covered Device or the replacement device shall be shipped next business day directly to You.

(c) Replacement. The Provider, in its sole discretion, may choose to replace your Covered Device rather than repair. In this case, claimed damaged, defective and malfunctioning Covered Devices must be returned to Provider within 30 days. Failure to return a device may result in You being charged a Non-Return Fee.

## 7. Your Responsibilities

To receive service or support under the Plan, You agree to (i) provide the enrolled Subscriber and Covered Device information, including make, model, IMEI/ESN/MEID or Serial number, and if requested by Likewise, proof of ownership of the Covered Device or any other reasonable requested documentation and verification, (ii) provide information about the symptoms and causes of the issues with the Covered Device, (iii) respond to requests for information needed to diagnose or service the Covered Device, (iv) follow instructions Provider gives You, (v) update operating systems or software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Device.

You must file the Claim within sixty (60) days of the date Your Covered Device first fails to operate properly or is damaged and receive replacement or repair authorization.

You must provide all required information pertaining to the Covered Device and Failure within sixty (60) days of initially reporting the Claim, and if approved, take possession of the Replacement Equipment, or have Your Covered Device repaired within sixty (60) days of the approval and payment of any applicable service fees.

DURING SERVICE CONTRACT SERVICE, PROVIDER MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA. Provider will return Your Covered Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. Provider may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third-party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data, and passwords.

## 8. Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED DEVICE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM PROVIDER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF PROVIDER AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO**

**YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. PROVIDER SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, PROVIDER'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED DEVICE OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **9. Cancellation**

### 9.1 Your Cancellation Rights

Regardless of Your method of purchase, You may cancel this Plan at any time for any reason.

If you cancel this Plan within the first 30 days and there has been no claim, You will receive a full refund. If You cancel this Plan within thirty (30) days after You purchase this Plan or at any time if You have made a Claim under this Plan, You will receive a pro rata refund of the most recent Monthly Service Contract Fee paid by You under this Plan, less the value of any replacement equipment provided for such Claim, if applicable.

To cancel a Plan and receive the applicable refund based You may:

Call Likewise at **844-877-1095** or send written notice to **1900 W. Kirkwood Blvd., STE 1600C Southlake, TX 76092**.

- a. If sending written notice to cancel Your Plan, please provide Your Covered Device's Serial Number, Your Plan Number, Your Plan's original proof of purchase, and contact information.
- b. Your failure to timely and fully make any monthly payment will be deemed an expression of Your intent to cancel Your Plan and no cancellation refund will be provided.

### 9.2 Provider's Cancellation Rights

If Your Payment Source cannot be charged for any reason for amounts due, including for any Plan renewal or other installment payment owed by You, and You have not otherwise made the appropriate payment by the due date or any applicable renewal date, Your Plan may be cancelled for nonpayment and Your Plan coverage will cease from the due date or renewal date.

Additionally, unless applicable local law provides otherwise, Provider may cancel this Plan for fraud or material misrepresentation, or a substantial breach of Your duties under the Plan, upon thirty (30) days' prior written notice which will state the reason for cancellation. A pro-rata refund will accompany the cancellation notice unless the reason for cancellation is non-payment.

In the event that You are suspended due to non-payment, Plan coverage shall also be suspended. Claims with a loss date prior to the suspension date will be eligible for coverage, subject to standard terms and conditions of the Plan. Claims with a loss date during the suspended status will not be eligible for coverage.

### 9.4 Effect of Cancellation

Upon the effective date of cancellation, Provider's future obligations under this Plan to You are fully extinguished.

## **10. Transfer of Plan**

The Plan is non-transferable to a new owner of the Covered Device.

## **11. Plan Changes**

The Plan terms and conditions originally issued to You will remain in effect for the duration of Your Plan Term and each Plan renewal if applicable unless Provider notifies You of revised Plan terms and conditions. Provider may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to You, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing, email, SMS messaging, or by other reasonable method. If You do not agree to the revised Plan terms and conditions, You may cancel the Plan without penalty. If You do not cancel the Plan within the Notice Period, Your continued payment of monthly or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in Your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by You to be bound by such revised Plan terms and conditions. In any event, You may cancel the Plan at any time in accordance with Section 9.

If Provider adopts any revision to this Plan that would broaden Your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Plan.

## 12. General Terms

(a) Provider may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to You in doing so.

(b) Provider is not responsible for any failures or delays in performing under the Plan that are due to events outside of Provider's reasonable control.

(c) You are not required to perform preventative maintenance on the Covered Device to receive service under the Plan.

(d) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, including all provinces or territories of the United States and is not available where prohibited by law.

(e) In carrying out its obligations Provider may, solely for the purposes of monitoring the quality of Provider's response, record part or all of the calls between You and Provider.

(f) You agree that any information or data disclosed to Provider under this Plan is not confidential or proprietary to You. Furthermore, You agree that Provider may collect and process data on Your behalf when it provides service. This may include transferring Your data to affiliated companies or service providers in accordance with the Provider's Customer Privacy Policy.

(g) Provider has security measures, which should protect Your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions You give to Provider regarding the processing of data, and Provider will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If You do not agree with the above or if You have questions regarding the processing of Your data, contact Provider at the telephone numbers provided.

(h) **Provider will protect Your information in accordance with Provider's Customer Privacy Policy available at <https://likewize.com/privacy>. If You wish to have access to the information that Provider holds concerning You or if You want to make changes, call 844-877-1095.**

(i) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute Your and Provider's entire understanding with respect to the Plan.

(j) There is no informal dispute settlement process available under this Plan.

(k) As used in this Plan, "Provider" is **Likewize Device Protection, LLC**, a Delaware limited liability company with its registered office at **1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092 (866) 277-6325**, except as follows: In Florida, the **Provider** is Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd, Suite 100, Jacksonville, FL 32256 (800) 888-2738; Florida License No. 03698. In Washington, the **Provider** is 4Warranty Corporation, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 (800) 867-2216.

(l) The Administrator is **Likewize Device Protection, LLC** (the "Administrator"), a Delaware limited liability company with its registered office at **1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092 (866) 277-6325**.

(m) The Administrator is responsible for the collection and transfer to Provider of the purchase price for the Plan and for the administration of claims under the Plan.

(n) The Plan will be governed by the laws of the State in which You purchased the Plan.

(o) Support services under this Plan may be available in English only.

(p) Obligations for Service Contract Service and ADH Services of the Provider under the Plan are insured under a reimbursement insurance policy issued by **LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738** in all states except Alabama, California, Colorado, Georgia, Kentucky, New York, Vermont, Washington and Wisconsin. In California, obligations are insured under a reimbursement insurance policy issued by **RESPONSE INDEMNITY**

COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, in Georgia, obligations are insured under a reimbursement insurance policy issued by INSURANCE COMPANY OF THE SOUTH, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738 and in Wisconsin, obligations are insured under a reimbursement insurance policy issued by BLUE RIDGE INDEMNITY COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738.

If Provider fails to pay or provide service on an authorized claim, including any claim for the return of the unearned portion of the Monthly Subscription Fee within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company except in the states of Alabama, Colorado, Kentucky, New York, Oregon and Vermont. In these states, the obligations for Service Contract Service and ADH Services of Provider under this Plan are backed by the full faith and credit of Likewise Device Protection, LLC.

**FINANCIAL GUARANTEE:**

**IN WASHINGTON, OBLIGATIONS UNDER THIS PLAN ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE PLAN HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA FINANCIAL CORPORATION AT (800) 888-2738.**

**13. State Variations**

One or more of the terms that appear below may apply to the Plan. The terms below may vary from one or more of the terms that appear above this section. Product availability may vary by jurisdiction. The following jurisdiction variations will control if inconsistent with any other provisions of this Plan: Alabama, Arkansas, California, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, Nevada, New York, South Carolina, Texas, Washington, West Virginia, and Wyoming Residents. If You purchased the Plan in one of these states, this term applies to the Plan:

If You cancel this Plan pursuant to these terms and conditions, and Provider fails to refund the purchase price to You within the time period specified immediately below Provider will pay You a penalty of ten percent (10%) per month for the unpaid amount due and owing. For California, New York, and Washington residents, Provider will provide a refund within thirty (30) days. For Alabama, Arkansas, Colorado, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, South Carolina, Texas, West Virginia, Wisconsin and Wyoming residents, Provider will provide a refund within forty-five (45) days. For New Mexico residents, Provider will provide a refund within sixty (60) days. The right to cancel and receive this penalty payment only applies to the original owner of the Agreement and may not be transferred or assigned.

Arizona Residents If You purchased the Plan in this state, the laws of Arizona will govern the Plan.

California Residents. If You purchased the Plan in this state, these terms apply to the Plan:

If You cancel this Plan within thirty (30) days of Your Plan receipt, You will receive a full refund less the value of any service provided under the Plan.

**This service contract, offered on a month-to-month basis, will continue until canceled by You or Us. This contract is not offered on any other fixed-term basis. If You wish to cancel this contract, you may contact Us by calling 1-844-877-1095, or writing to [cancellation@likewize.com](mailto:cancellation@likewize.com) or writing to Us at Likewise Device Protection, ATTN: Enrollment and Cancellation Team, 1900 W. Kirkwood Blvd. Suite 1600C, Southlake, TX 76092 or visit our website at [myphoneguardian.com/republicwirelessbydish](http://myphoneguardian.com/republicwirelessbydish) Cancellation will be effective upon receipt of Your request.**

The contract holder's affirmative consent to this provision has been obtained and is on file with the Administrator.



Colorado Residents. If You purchased the Plan in this state, this term applies to the Plan:

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents. If You purchased the Plan in this state, this term applies to the Plan:

You may cancel this Plan if You return the Covered Device, or if the Covered Device is sold, lost, stolen, or destroyed.

The expiration date of the Plan will automatically be extended by the period that the Covered Device is in Provider's custody while it is being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of this Plan, to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

Notice: This Plan is subject to the Connecticut Unfair Trade Practices Act (CUTPA), Connecticut General Statutes §§ 42-110a – 42-110q.

Florida Residents. If You purchased the Plan in this state, this term applies to the Plan:

The laws of the State of Florida will govern this Plan and any dispute arising under it. **The rate that is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.** No cancellation fee will be imposed in the event of a cancellation. Upon Your request, any refund paid for cancellation of the Plan shall be remitted by check. If You cancel this Plan, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. If this Plan is cancelled by the Provider or Administrator, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been made or less the cost of repairs made on Your behalf.

Georgia Residents. **Section 4.1** regarding **What is Not Covered, Item (f)** is deleted and replaced with: **(f) to repair pre-existing conditions of a BYO Device known to You.** **Section 9.1 – Your Cancellation Rights** is amended to provide that if You cancel the Plan within the first thirty (30) days, You will receive a full refund, less any claims paid. If You cancel the Plan after the first thirty (30) days, You will receive a pro rata refund, less any claims paid. **Section 9.2 – Provider's Cancellation Rights** is amended to provide that We may only cancel this Plan for non-payment, fraud or material misrepresentation by providing thirty (30) days written notice. **Section 12 – General Terms – Item n** is amended as follows: The Plan will be governed by the laws of the State of Georgia. **This is not a contract of insurance.**

Idaho Residents. If You purchased the Plan in this state, this term applies to the Plan:

Notice: This Plan is subject to the provisions of the Idaho Consumer Protection Act, Chapter 6, Title 48, Idaho Code.

Missouri Residents. If You purchased the Plan in this state, this term applies to the Plan:

If You must seek a refund directly from the insurance company, a claim against Provider may also include a claim for return of the unearned Monthly Subscription Fee.

Nevada Residents. If You purchased the Plan in this state, this term applies to the Plan:

Section 4.1(g): to repair any damage to the Covered Device caused by use with a third-party component or product that does not meet the Provider Product's specifications or arising from service (including upgrades and expansions) performed by anyone who is not a representative of Provider or a Provider Authorized Service Provider ("PASP"). This exclusion shall not impact any available coverage You may have under this Plan that is unrelated to the unauthorized component(s) or service.

Cancellations: No Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the

effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold.

No cancellation of Plan will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If You have not made a claim and You return this contract to us, either within twenty (20) days of the date that we mailed the contract to You or within ten (10) days of the date of purchase if You were given a copy of this contract when You purchased it, then this contract shall be void and we will refund to You the purchase price of the contract.

If Provider cancels this Plan, Provider shall refund You the portion of the Monthly Subscription Fee that is unearned. Provider may deduct any outstanding balance on Your account from the amount of the Monthly Subscription Fee that is unearned when calculating the amount of the refund. If Provider cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

If You submit to Provider a request to cancel the Plan in accordance with the terms of the Plan, You shall receive a refund of the portion of the Plan's Monthly Subscription Fee that is unearned and Provider will not deduct the value of any service provided. If You request the cancellation of this Plan after the first thirty (30) days of the Plan term, Provider will not impose a cancellation fee or deduct the value of any service provided. When Provider calculates the amount of a refund pursuant to this paragraph, it may deduct from the portion of the Monthly Subscription Fee that is unearned any outstanding balance on the account.

No prior approval for services or goods covered under the Plan is necessary.

Tax is not applicable in the State of Nevada on the Monthly Service Fee for Service Contract or ADH claims.

If You are not satisfied with the handling of Your claim, You may contact the Nevada Division of Insurance by calling the toll-free number (888) 872-3234.

New Hampshire Residents. If You purchased the Plan in this state, this term applies to the Plan:

In the event You do not receive satisfaction under this contract, You may contact the New Hampshire insurance department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents. If You purchased the Plan in this state, this term applies to the Plan:

Cancellations: No Plan that has been in effect for at least seventy (70) days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Plan, whichever occurs first, except on the following grounds: (i) failure by the holder to pay an amount due; (ii) Conviction of the holder of a crime, which results in an increase in the service required; (iii) discovery of fraud or material misrepresentation by the holder in obtaining the Plan, or in presenting a claim for service thereunder; (iv) discovery of an act or omission by the holder, or a violation by the holder of any condition of the Plan, which occurred after the effective date of the Plan and which substantially and materially increases the service required under the Plan; or (v) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Plan and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Plan was issued or sold. No cancellation of the Plan may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You.

North Carolina Residents. If You purchased the Plan in this state, this term applies to the Plan:

A violation by You of any condition of the Plan, which occurred after the effective date of the Plan, will subject the Plan to cancellation. The purchase of this Plan is not required either to purchase or to obtain financing for the Covered Device. Provider will not cancel this plan EXCEPT for failure to pay the purchase price for the Plan or a direct violation of the Plan by You.

Ohio Residents. If You purchased the Plan in this state, this term applies to the Plan:

Although the Service Contract Services and ADH Services are not an insurance policy, the obligations for claims for these services provided hereunder for Plans sold in Ohio are insured by **LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK**

**BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800)888-2738.** With any correspondence, please provide Your phone number and case number, if applicable. You are entitled to make a direct claim against the insurance company if Provider fails to provide service pursuant to a claim sixty (60) days after Provider's receipt of Your claim. In the event of cancellation of Provider's reimbursement insurance policy, insurance coverage will continue for all contract holders whose Plan was issued by Provider and reported to the insurer for coverage during the term of the reimbursement insurance policy.

Oklahoma Residents. If You purchased the Plan in this state, this term applies to the Plan:

CANCELLATION section is amended as follows: If **You** cancel this **Plan** after the first sixty (60) days, your refund will be based upon ninety percent (90%) of the unearned pro-rata Plan Purchase Price less any claims that have been paid or less the cost of repairs made on **Your** behalf. No other administrative fee will be assessed. If **We** cancel this Plan after the first sixty (60) days, your refund will be based upon one hundred percent (100%) of the unearned pro-rata Plan Purchase Price less any claims that have been paid or less the cost of repairs made on **Your** behalf. No other administrative fee will be assessed.

This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Provider's license number is **44200784**.

Oregon Residents. If You purchased the Plan in this state, this term applies to the Plan:

In the event You do not receive satisfaction under this contract, You may contact the Oregon Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem, OR 97309 or at 350 Winter Street NE, 4th Floor, Salem, OR 97301; or by telephone at 888-877-4894 or 503-947-7980, or by email at [DFR.InsuranceHelp@oregon.gov](mailto:DFR.InsuranceHelp@oregon.gov).

South Carolina Residents. If You purchased the Plan in this state, this term applies to the Plan:

You may address any unresolved complaints or Plan regulation questions to the South Carolina Department of Insurance, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201, Tel: 1-800-768-3467.

Tennessee Residents. If You purchased the Plan in this state, this term applies to the Plan:

The Plan Term of this Plan shall be extended the number of days You are deprived of the use of the Covered Device because the product is in repair plus two (2) additional workdays.

Texas Residents. If You purchased the Plan in this state, this term applies to the Plan:

You may address any unresolved complaints or contract regulation question to the TX Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Plan is canceled. The Administrator in Texas is **Likewise Device Protection, LLC 1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092 (866) 277-6325; License Number 501**.

Utah Residents. If You purchased the Plan in this state, this term applies to the Plan:

Obligations of Provider under this Plan are guaranteed under a reimbursement insurance policy. Should Provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the Insurance Company.

This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

Virginia Residents. If You purchased the Plan in this state, this term applies to the Plan:

If any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

Wisconsin Residents. If You purchased the Plan in this state, this term applies to the Plan:

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

If You cancel this Plan within thirty (30) days of Your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, You will receive a full refund. If You cancel this Plan more than thirty (30) days after Your receipt of the Plan, You will receive a pro-rata refund of the original purchase price, based on the percentage of the unexpired Plan Term. No deduction shall be made from the refund for the cost of any service received.

Wyoming Residents. If You purchased the Plan in this state, this term applies to the Plan:

Disputes that arise under this Plan may be settled in accordance with the Wyoming Arbitration Act.