

Lori Device Protection (“Lori”) SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637.

This Service Contract is issued to You and includes the Terms and Conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Coverage Confirmation. This Service Contract covers the Covered Device(s) described on Your proof of coverage, or if applicable, Your receipt or other enrollment documentation (“Coverage Confirmation”). We may require You to provide these documents prior to Your service event.

COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR DEVICE SELLER’S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR DEVICE SELLER FOR BREAKDOWN ISSUES. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR COVERED DEVICE DURING THIS COVERAGE TIMEFRAME.

DEFINITIONS

Accidental Damage from Handling (“Damage”) means during the Service Contract term, if You submit a valid claim on Your Covered Device notifying Us of a failure due to an event listed as a Coverage Type, We will arrange to service the Covered Device. Damage only applies to operational or mechanical failures caused by an accident from handling that results from an unexpected and unintentional external event. Refer to Your Coverage Confirmation to see if Damage is included in Your Coverage Type and available for Your device type.

Administrator means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is, Lorica, LLC, 1507 LBJ Freeway, Suite 500, Dallas, TX 75234, (866) 367-5674.

Coverage Type means the package of services and covered events provided under this Service Contract as listed on Your Coverage Confirmation.

Covered Device(s) means Your eligible device(s), listed on Your Coverage Confirmation or any eligible device registered by You and approved by Us. In addition, at Our discretion, coverage may extend to any replacement device provided by the device seller, the manufacturer, or by Us.

Mechanical and Electrical Failure (“Breakdown”) means during the Service Contract term, if You submit a valid claim on Your Covered Device, notifying Us of a defect in materials and workmanship due to an event listed as a Coverage Type, We will arrange to service the Covered Device.

Power Surge: means Covered Device failure resulting from a voltage oversupply while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Device to a power source. Refer to Your Coverage Confirmation to see if Power Surge is included in Your Coverage Type and available for Your device type.

Provider means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in California where the Provider is Sureway, Inc.; in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689.

Seller is the entity that made available this Service Contract as listed on Your Coverage Confirmation.

We/Us/Our means the Provider, the Administrator, or our third party authorized servicers.

You/Your means the Covered Device(s) owner or lessee under this Service Contract.

WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins upon Your enrollment in and Your passing of a remote diagnostic of Your eligible device.

We reserve the right to deny coverage for any device that You do not register or that We do not approve as a Covered Device.

Should We disapprove coverage, We will notify You within thirty (30) days of Your registration and refund any applicable price collected.

Your coverage start date, term, end date, price, service fees, and other coverage specifics are listed on Your Coverage Confirmation.

For those who purchase month to month coverage or a renewable term option (when offered), this Service Contract is continuous until either cancelled or not renewed by either You or Us.

WHAT IS COVERED

In exchange for the price paid, this Service Contract covers the following.

Hardware Breakdown or Damage: The labor and/or parts required to service the Covered Device Breakdown or Damage due to one or more of the events listed on Your Coverage Confirmation. Your Coverage Type selected at enrollment determines the events covered under this Service Contract.

In addition, during the Service Contract term, We may provide You with other services specific to Your Covered Device(s). These limited benefits may include (but are not limited to) device support, content backup and security services, claims management tools, alternative servicing and upgrade options, or promotions. Certain features of these services may not be available on or compatible with all device types.

WHAT IS NOT COVERED

We will not provide service to a Covered Device with failure or damage that results from:

1. The setup, installation, or any data restoration of the Covered Device or the provisioning of equipment during Your service event. This includes the removal or disposal of any Covered Device serviced under this Service Contract.
2. Damage caused by (a) misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Device, including vandalism; (b) exposure to environmental or weather conditions (including rust or corrosion); (c) acts of God, or other external causes except as described in What Is Covered; and (d) service performed by anyone not authorized by the manufacturer or Us.
3. Operating the Covered Device outside the permitted or intended use as described by the manufacturer.
4. A Covered Device with an altered, defaced, or removed serial number, or a Covered Device modified to alter its functionality or capability without the manufacturer's written permission.
5. A Covered Device that was lost or stolen or Damaged (when not included in Your Coverage Type).
6. This Service Contract only applies to a Covered Device returned to Us in its entirety.
7. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer.
8. Damage related to a virus or any other type of malware.
9. Damage to Your data, either inputted, stored on, connected to, or processed by Your Covered Device. This includes third party software/applications, messages, emails, documents, passwords, photos, videos, music, ringtones, maps, books or magazines, and games.
10. Cosmetic damage, including but not limited to scratches and dents that do not otherwise affect the functionality of the Covered Device.
11. Damage caused by normal wear and tear or which are otherwise due to normal aging of the product.
12. Pre-existing conditions known by You that occurred prior to the coverage start date or defects that are subject to a manufacturer's warranty or recall.
13. Any other act or result not described as covered by this Service Contract.
14. Support for software other than the native Consumer Software or any manufacturer-branded software designated as "beta", "prerelease," or "preview"; third party applications and their interaction with the Covered Device; or server-based applications.
15. Issues that could be resolved with a software upgrade.
16. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Covered Device, or anyone else with an interest in the Covered Device for any purpose, whether acting alone or in collusion with others.
17. Any liability for damage arising from delays or any consequential damages due to a service event.
18. Replaceable components that do not affect the mechanical or electrical function of the Connected Device or the improper removal or installation of replaceable components such as, modules, parts or peripherals.

YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data residing on Your Covered Device(s). DURING A SERVICE EVENT, WE MAY DELETE THE COVERED DEVICE CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Covered Device or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data and passwords.
2. Update software to currently published releases prior to seeking service.
3. As part of a service event, provide information about the symptoms and causes of the issues with the Covered Device.

4. Respond to requests for information, including but not limited to the Covered Device ownership, the Covered Device serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Device, any error messages displayed, the actions which were taken before the Covered Device experienced the issue and the steps taken to resolve the issue.
 5. Provide Us a detailed description of the actual event should We ask You for an explanation of where and when the failure or damage occurred. We will deny the service event if You fail to pay any applicable Service Fee as described below or fail to provide information relating to the failure or damage when asked.
 6. Follow the instructions We give You, including but not limited to unlocking Your device, turning off device location features, resetting the Covered Device to factory settings, removing your data/registration from the Covered Device, refraining from sending devices and accessories that are not subject to service, and packing the Covered Device according to the shipping instructions.
 7. **Do not open the Covered Device as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on the Covered Device.**
 8. You are responsible to protect the Covered Device from further damage and comply with the manufacturer's permitted and intended use.
1. If We determine that Your Covered Device requires in-home/on-site service, We will repair Your Covered Device at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your device elsewhere, We will transport Your device to and from our repair center.
 2. If Your Covered Device qualifies for carry-in service, We either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with You to take Your Covered Device for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your device to /from the repair center and assume any corresponding cost.
 3. If We determine that Your Covered Device is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Covered Device to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Covered Device to You.
 4. Or, We will advance exchange Your Covered Device with a new or refurbished device of like kind and quality to Your Covered Device. While We will try to accommodate specific replacement preferences, this request is not guaranteed.

For advanced exchange, We may require a credit card authorization or other method as security for the retail price of the replacement device plus applicable shipping costs. We will ship an exchange device to You with setup instructions and directions to return the claimed device, when required. If You return the claimed device as instructed, We will cancel the credit card authorization. If You fail to return the claimed device as instructed or return a claimed device or part that is ineligible for service, We will charge the credit card for the authorized amount.

If You are unable to provide a credit card authorization when required, this service option may not be available to You and We will offer to you an alternative service option.

When You receive a replacement device, the damaged/unrepairable device becomes Our property should We choose to take possession of the device at Our sole discretion.

In the event We are unable to repair Your Covered Device, We may at Our option choose to issue a settlement equal to the value outlined in the schedule below for the repair or replacement of the Covered Device.

HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within thirty (30) days of the date of the Covered Device(s) Breakdown or Damage.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

To arrange for service, visit Us at www.hellolori.com or contact Us at (866) 367-5674. We will assist You to diagnose any technical difficulties that may exist with Your Covered Device. To the extent that Our diagnosis confirms a covered failure or damage, We will process Your claim and arrange for service.

We will use new or refurbished parts or replacements for any hardware benefit under this Service Contract that are equivalent to new in performance and reliability.

SERVICE OPTIONS

We will setup service with an authorized servicer determined by Us based on Your location, the Covered Device's equipment type, and service purchased. Our repair options include:

Equipment Category	Range	Maximum Settlement Amount
Tier 1	\$0-\$199	Reimbursement for the cost of repair (with applicable receipt) or \$200, whichever is lower.
Tier 2	\$200-\$399	Reimbursement for the cost of repair (with applicable receipt) or \$400, whichever is lower.
Tier 3	\$400-\$599	Reimbursement for the cost of repair (with applicable receipt) or \$600, whichever is lower.
Tier 4	\$600-\$799	Reimbursement for the cost of repair (with applicable receipt) or \$800, whichever is lower.
Tier 5	\$800-\$999	Reimbursement for the cost of repair (with applicable receipt) or \$1,000, whichever is lower.
Tier 6	\$1,000+	Reimbursement for the cost of repair (with applicable receipt) or \$1,500, whichever is lower.

You may be responsible to transport Your Covered Device to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide service to You, and Your Covered Device's eligibility to receive a particular method of service.

Should Your Service Contract Term expire during an approved Claim, Your term will automatically extend until the date when the claimed event is fulfilled.

LIMITS OF LIABILITY

Your Maximum Coverage Per Claim aligns with Your Covered Device's tier as outlined in the schedule below.

Equipment Category	Range	Maximum Coverage per Claim
Tier 1	\$0-\$199	\$200
Tier 2	\$200-\$399	\$400
Tier 3	\$400-\$599	\$600
Tier 4	\$600-\$799	\$800
Tier 5	\$800-\$999	\$1,000
Tier 6	\$1,000+	\$1,500

In addition, the following limits apply:

The maximum number of repairs or replacements under Lori Device Protection ("Lori") is two (2) during a twelve (12) month period beginning with the Service Contract enrollment date. No further repairs or replacements will be provided during this period.

There are no limits for Cracked Screen claims during the coverage term if it is included in the events listed on Your Coverage Confirmation. There are no limits for Battery claims during the coverage term if it is included in the events listed on Your Coverage Confirmation.

Should You cancel and re-enroll Your Covered Device or make changes to Your coverage offered by Us, any claims paid under this Service Contract and the timing of those claims will carry forward and apply to the claim limits of the new Service Contract.

Service Fee

You will be assessed a non-refundable service fee plus applicable sales tax each time a claimed event is fulfilled.

Service Fee Schedule:

	Service Fee	Service Fee-Cracked Screen Replacement
Tier 1	\$19	\$49
Tier 2	\$39	\$49
Tier 3	\$59	\$49
Tier 4	\$89	\$49
Tier 5	\$99	\$49
Tier 6	\$99	\$49

TERRITORY

The service options and fees listed above for Covered Device services are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

INELIGIBLE FOR COVERAGE

This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.

Devices either not registered with Us or approved for coverage by Us as outlined under Covered Device and When Coverage Begins, or devices not authorized or intended for sale in the United States by the device manufacturer are ineligible for coverage under this Service Contract.

CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting the Seller at **(866) 367-5674**.

If You cancel, do not renew or downgrade Your account with the Seller for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund. After the first 30 days or when You incur a paid claim, this Service Contract will cancel on the last day of Your billing cycle in which cancellation is made.

We may cancel this Service Contract within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the price; (2) fraud or material misrepresentation; or (3) breach of duties by You. If We cancel due to fraud, material

misrepresentation or a breach of duties by You, We will provide You with written notice, with the cancellation date and the reason for cancellation, at Your last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata price less any claims paid.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

RENEWAL

For those who purchase either a month to month or other renewable term option, We have the right to non renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the Price and service fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.

TRANSFER

This Service Contract is not transferable to another individual or entity.

CHANGES

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If We adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

OTHER CONDITIONS

1. If You provide Your electronic address to Us or the Seller, We may electronically deliver all notices, documents and communications related to this Service Contract to Your electronic address.
2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.

ARBITRATION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.