

Elite Plus – Commercial

**Brand logo**

**BENEFITS SUMMARY PAGE**

Issued To:

Service Plan  
Number:

Seller:

Purchase Order/  
Sales Invoice #:

Thank You for purchasing Your Service Plan on PURCHASE DATE.

Please keep this document in a safe place. This information will be valuable to You and this document must be made available when You make a claim.

**THIS IS NOT A BILL!**

Serial Number	Service Plan Coverage Purchased	Service Plan Start Date	Service Plan End Date	Claims Limit	Maximum Aggregate Limit

**IF THE TERM OF THIS SERVICE PLAN OVERLAPS WITH THE TERM OF YOUR MANUFACTURER'S WARRANTY, LOOK FIRST TO YOUR MANUFACTURER'S WARRANTY FOR COVERAGE. THIS SERVICE PLAN EXCLUDES COVERAGE FOR ANY LOSS COVERED BY YOUR MANUFACTURER'S WARRANTY, BUT MAY NEVERTHELESS PROVIDE BENEFITS IN ADDITION TO THOSE PROVIDED BY YOUR MANUFACTURER'S WARRANTY.**

For service, please call the phone number listed below:

**1-844-227-3249**

Monday – Friday, 8:00 am – 8:00pm (EST) excluding national holidays

**THIS SERVICE PLAN IS SUBJECT TO CONDITIONS AND PROVISIONS ON THIS PAGE AND THE TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY.**

## Elite Plus – Commercial

### Terms and Conditions

The service plan includes the **Benefits Summary Page, Terms and Conditions, Elite Plus Quotation, applicable state specific disclosures and purchase order/sales invoice (“Service Plan”)**.

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

#### Definitions:

**Accidental Damage** means a sudden, unexpected and unintentional external event that results in “physical” damage to the Product including spilled liquids and drops.

**Administrator** means the entity responsible for administering this Service Plan. In all states, the Administrator is Federal Warranty Service Corporation, except in Florida where the Administrator is United Service Protection, Inc. and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-877-881-8578.

**Elite Plus Quotation** means a device order that includes the number of devices ordered by You, the model numbers, and the quantity of advanced exchange entitlements under this Service Plan.

**Named Caller** means an employee of Your business entity that is authorized to request service under this Service Plan to create and request updates.

**Obligor** means the party financially obligated under Your Service Plan. The Obligor in all states is Federal Warranty Service Corporation, except in Florida where the Obligor is United Service Protection, Inc. and in Oklahoma where the Obligor is Assurant Service Protection, Inc. The address and phone number for each Obligor is P.O. Box 105689, Atlanta, GA 30348-5689, (770) 763-1000.

**Price** means the amount paid by You for this Service Plan listed on Your purchase order/sales invoice.

**Product** means the eligible device(s) identified on Your Elite Plus Quotation and accepted under the Service Plan, or any certified replacement device provided under this Service Plan.

**You/Your** means the original business entity who is the purchaser or owner of the Product covered under this Service Plan and any authorized Named Caller.

**We/Us/Our** means the Obligor of this Service Plan.

#### Coverage Term:

This Service Plan begins and ends on the Service Plan Start Date and Service Plan End Date indicated on Your Benefits Summary Page.

#### What is Covered:

If Your Product fails due to a mechanical or electrical breakdown during normal use or experiences accidental damage, We will replace Your Product with a new or certified refurbished product of similar or equal features and functionality. As a condition of replacement, You will be required to return the damaged Product in accordance with the Advanced Exchange provision below.

#### Your Responsibilities:

You have the responsibility to protect Your Product against further damage and maintain Your Product in accordance with the original manufacturer’s warranty specifications and conditions outlined in the user’s manual. You must cooperate fully with Us and the technical support agent.

It is Your sole responsibility to protect, backup, and secure any information on the Product. You are responsible for removing data and personal information including, but is not limited to, SIM cards, memory cards, passwords, contacts, and emails. Consult Your Product’s user’s manual to learn how to erase or remove such information. Additionally, the IMEI of the damaged Product should be deregistered from Your organization’s EMM database prior to return shipment.

**WE WILL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY DATA LOSS, CORRUPTION, OR INABILITY TO READ OR RECOVER ANY DATA, OR FOR ANY CONFIDENTIAL OR PERSONAL INFORMATION OF ANY KIND STORED ON ANY DAMAGED DEVICE RETURNED UNDER THIS SERVICE PLAN.**

**If You Need Service:**

A Named Caller may call customer service at **1-844-227-3249**. Support is available during regular business hours, Monday through Friday 8:00am to 8:00pm EST, excluding national holidays, We will assist you with Your claim and if you are entitled to service, arrange for shipment of an advanced exchange and return of your damaged Product.

**Advanced Exchange:** Each approved claim is equivalent to 1 advanced exchange entitlement.

An advanced exchange will be shipped for next business day delivery, normally delivered by 12:00 noon local time for commercial locations, or end of day for residential locations, provided that the request for advanced exchange is made before 1:00 pm CST, Monday through Friday, excluding U.S. national holidays. Advanced exchange requests made after 1:00 p.m. CST will ship the following business day, for 2<sup>nd</sup> business day delivery, Monday through Friday, excluding U.S. national holidays. Shipping is only available within the 48 contiguous states of the U.S., and including the District of Columbia. If next business day delivery is not available, the next fastest shipping alternative will be used.

Upon delivery of the replacement Product, ownership of that Product will transfer to You and ownership of the damaged Product is transferred to a party designated by Us.

Once the replacement Product has shipped, the Named Caller will receive a shipping notification with the tracking number and shipping information and a pre-paid shipping label with instructions for return of the damaged Product. After removal of any SIM cards and SD cards from the damaged Product in accordance with the Your Responsibilities provision above, the Named Caller must use the same packaging from the replacement Product to ship the damaged Product to the location specified on the shipping label provided. The Named Caller should print a copy of the notification of advanced replacement provided in the e-mail received and include it with the damaged Product return shipment. Manuals, adapters or power cords should not be returned with the damaged Product.

You or the Named Caller will have a maximum number of calendar days from the shipment date of the replacement Product to return the damaged Product using the prepaid shipping label supplied. Refer to the Unrecovered Device Remedies provision below for applicable time periods. The date for determining return of the damaged Product is the date the damaged Product is picked up from Your organization's facility or the Named Caller by our designated carrier.

Prior to shipping the damaged Product, the IMEI of that device should be deregistered from Your organization's EMM database.

**UNRECOVERED DEVICE REMEDIES:**

If the damaged Product is not shipped within 14 calendar days ("Initial Return Period"), Your business entity's Elite Plus account will be debited **one additional exchange entitlement**.

If the damaged Product is not returned within 30 calendar days, the device will be considered not returned and Your business entity will be subject to the following:

- Deduction of **one additional exchange entitlement**, in addition to the Initial Return Period remedy stated above, from Your business entity's Elite Plus account; or
- If without prior agreement, a significant number of devices have not been returned or Your business entity has no remaining exchange entitlements, You will be **invoiced the MSRP of the damaged Product as of the Elite Plus Service Plan Start Date. Where multiple years of coverage are purchased, the Service Plan Start Date of the initial term applies.**

If the returned damaged Product does not correspond to the IMEI of the registered device for which the exchange request was made, the following remedies will be applied:

- If a returned damaged Product is not a registered IMEI but is of exactly the same type and model as a device already covered under Your business entity's Elite Plus coverage, then Your business entity's Elite Plus account will be debited **one additional exchange entitlement** (new devices purchased less than 30 days prior but not yet submitted in an agreed Monthly IMEI report are exempt).

- If a returned damaged Product is of a different type / model from Your business entity's existing registered Elite Plus devices then Your business entity's Elite Plus account will be debited **two additional exchange entitlements, or You will be invoiced the MSRP of the covered damaged Product as of the Elite Plus Service Plan Start Date. Where multiple years of coverage are purchased, the Service Plan Start Date of the initial term applies.**

**Deductible:**

There is no deductible for this Service Plan.

**Renewal:**

At the Service Plan End Date We may choose, at Our option, to offer to renew this Service Plan, although We are not obligated to do so. If We offer to renew Your Service Plan, We reserve the right to change the provisions of this original Service Plan (including Price and deductible) upon giving You at least 30 days written notice prior to the proposed renewal date. A renewal will not be processed or become effective until accepted by You. We are not obligated to accept a Service Plan renewal tendered by You.

**Transferability:**

This Service Plan is not transferable.

**Cancellation:**

This Service Plan is non-cancellable by You. We may cancel this Service Plan only in the event of fraud, material misrepresentation or nonpayment by You.

**Arbitration:**

**Read the following arbitration provision carefully. It limits certain of Your 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 Commercial 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, calling 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, 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 Service Plan 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.