

## SUMMARY OF COVERAGE - ADVANCED DEVICE SERVICE & SUPPORT

This summary outlines certain terms, conditions and limitations of your Advanced Device Service and Support Program ("Program"). It does not include all terms, conditions or limitations of the Program. You may view all Program terms, conditions and limitations at [www.mydeviceprotection.com](http://www.mydeviceprotection.com). You may also request a copy of all Program terms, conditions and limitations by calling **844-225- 6335**. All Program terms, conditions and limitations are incorporated herein in their entirety. Your payment of the Monthly Subscriber Fee described below constitutes your consent and agreement to all Program terms, conditions and limitations.

**Program Overview.** This is not an insurance product. It is a service contract and provides coverage for your Covered Equipment in the event it experiences a mechanical and/or electrical malfunction due to a manufacturing defect (each a "Covered Incident"). Covered Equipment means the device you enrolled in the Program, and includes Standard Accessories in the event the Standard Accessories and your device experience the same Covered Incident at the same time as your enrolled device. "Standard Accessories" mean the standard battery, standard charger and SIM (if applicable). We will make a reasonable effort to repair your Covered Equipment. If your Covered Equipment cannot be repaired, it will be replaced with a remanufactured or refurbished device of like kind and quality. Such device may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories. If a remanufactured or refurbished device is not available, the replacement will be a new device of a comparable type. Prior to approving your request for repair or replacement of your Covered Equipment, Brightstar Device Protection, LLC ("BDP"), the Program administrator, or its authorized service representative, may evaluate the device to confirm Program eligibility and applicable terms, conditions and limitations.

**Service Request Limits.** A per occurrence limit of U.S. \$1,500, inclusive of Standard Accessories, applies to each Covered Equipment service request. No limit applies to the number of service requests arising out of a Covered Incident.

**Cancellation.** Your enrollment in the Program is optional, and you may cancel your protection at any time by calling **888-211-4727**. You will receive a prorated refund and/or credit, if any, of your unearned Monthly Service Fee, within the applicable time required by law.

**Fees.** You will be charged a Monthly Subscriber Fee of \$6.00.

**Examples of Losses Not Covered:** (1) Any failure resulting from any cause other than normal use and operation of the device in accordance with the manufacturer's specifications and owner's manual (2) Cosmetic damage or other damage that does not affect functionality of the device, including, without limitation, changes in color, texture, finish, extraction, or contraction of, scratches to, abrasions to, chipping of, cracking of or impact damage to the device; (3) preventative maintenance; (4) device with altered or removed serial numbers; (5) device used for rental purposes; (6) data that is lost, corrupted, damaged or otherwise unusable; (7) request due to diminished battery life; (8) accessories that are non-essential to the functioning of the device; (9) software including, but not limited to, personalized data or customized software; (10) any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the device by an unauthorized person; (11) obsolescence of the device; (12) accidental physical damage, loss or theft. Other exclusions, conditions and limitations apply. All terms, conditions and limitations may be viewed at [www.mydeviceprotection.com](http://www.mydeviceprotection.com).

**Provider Information.** The Program is administered by Brightstar Device Protection, LLC. BDP is obligor under the service contract in all states except Florida and Oklahoma, where Lyndon Southern Insurance Company is the obligor, and in Washington, where Dealers Alliance Corporation is the obligor.

**Information Sharing.** You agree that certain information you provided to Sprint will, in turn, be provided to BDP and its affiliates. This information will include, but may not be limited to, your name, address, device number, information regarding your device (e.g., make, model and MEID), activation date and information regarding features you have activated.

**Convenient Communications.** If you have or in the future provide Sprint or BDP with your email address, we may send you communications regarding the Advanced Protection program by electronic means.

**Data Protection.** Data Protection requires registration and installation on your device. Data Protection is not an insurance or service contract product. Availability and features may vary by device. When installed, you agree to seek redress solely from the Data Protection Provider regarding matters arising, in whole or in part, out of your use or installation of Data Protection. Your installation and use of Data Protection is governed by an end use license agreement. Please go to [www.mydeviceprotection.com](http://www.mydeviceprotection.com) for more information.

**Technical Support Service ("Tech Support"):** Technical Support is provided by BDP and includes certain technical support for Your Covered Equipment's operating systems and software applications intended to assist you in trouble-shooting performance issues with your Covered Device. Please go to [www.mydeviceprotection.com](http://www.mydeviceprotection.com) for more information.

**Dispute Resolution:** THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) 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 or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA's Web site at [www.adr.org](http://www.adr.org). Any arbitration which 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. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. 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. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. 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.