

WIRELESS PROTECTION PLAN

SERVICE CONTRACT

THIS PLAN IS NOT INSURANCE POLICY. PURCHASE OF THIS PLAN IS NOT REQUIRED TO PURCHASE OR OBTAIN FINANCING FOR THE DEVICE.

1. **DEFINITIONS.**

(1) **"You", "Your", and "Subscriber"** refer to the purchaser of this service contract.

"Obligor", "We", "Us" and "Our": Unless stated otherwise, the company obligated under this **Plan** is **Likewize Device Protection, LLC ("Likewize")**, and **You** may contact **Likewize** by mail at 1900 W. Kirkwood Blvd. STE 1600C, Southlake, TX 76092 or by phone at 888-318-7688.

"Administrator": **Likewize Device Protection, LLC**, 1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092 (888)318-7688.

"Accidental Damage from Handling" or "ADH" means any direct and accidental damage including damage, or 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.

"Damage Fulfillment" means unlimited, approved **Claims** for repair or replacement fulfilled by **Likewize** for Accidental Damage from Handling during the term of this **Plan**.

"Authorized Service Center" means the location or locations approved by Us which serve as a repair or replacement service center for the Program and supply replacements for **Covered Device(s)**.

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

"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 a **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.

"Effective Date" means the date **You** purchased the **Plan**.

"Covered Failure" means **Accidental Damage from Handling** or **Malfunction**.

"Malfunction" means the operational or structural **Malfunction** of the **Covered Device's** ability to operate from defects in parts or workmanship, after the expiration of the manufacturer's warranty, during the term of **Your** enrollment in the **Plan**.

"Manufacturer Suggested Retail Price" or "MSRP" means the manufacturer's list price or last reported list price of the **Covered Device** at the **Effective Date** of this **Plan**.

"Monthly Service Fee" means the fee that **You** pay each month for protection pursuant to the **Plan**.

"Plan" or "Program" refers to this specific service contract.

"Processing Fee or Deductible" means the amount that **You** pay toward **Your Claim** as specified in this **Plan**.

“Program Brochure” refers to the documents **You** received from the **Seller** summarizing the coverages provided, enrollment limitations, program requirements, equipment, fees, **Processing Fees or Deductibles**, service fees or other charges or material terms.

“Replacement Equipment” means a wireless device of the same make, storage and model (but not necessarily color), or if the same make, storage and model is not available, the **Replacement Equipment** will be a different model of similar feature, functionality and fair market price to the **Covered Device** at the time of the **Claim** (but may not be the same brand or model), with the same operating system and will not be a model that is older than the **Covered Device**, which **We** provide to **You** in the event of a Failure of the **Covered Device**. **Replacement Equipment** becomes the **Covered Device** once it has been delivered to **You**.

“Seller” means the party from whom **You** purchased the Program specified in the Program Brochure or as listed on **Your receipt**.

“Technical Support” means unlimited online and technical support provided by **Likewise** or one or more of its partners during the term of this Mobile Protection **Plan**.

“Wireless Service Provider” or **“C-Spire”** means **Cellular South, Inc. d/b/a C-Spire**.

2. **Service Contract or Extended Warranty:** This **Plan** complements and/or may overlap with the manufacturer’s warranty or may also overlap or duplicate other coverages **You** have (by example, coverage for a wireless device under **Your** homeowner’s insurance). The **Plan** provides coverage for certain failures that an applicable manufacturer’s warranty may not provide. Please refer to the manufacturer’s warranty to understand what protection is offered and the duration of the manufacturer’s warranty. Confirmation of enrollment (either by email or text message) and applicable written communications from **Us** to **You** collectively comprise the C-Spire Wireless Protection Plan (the “Plan”). The Plan governs the Device Protection **Plan You** purchased for **Accidental Damage from Handling or Malfunction**, so **You** should keep this **Plan** for **Your** reference. For new and renewed devices, **You** have thirty (30) days to enroll in this **Plan** from the date of device purchase. For **“BYO Devices”**, **You** have thirty (30) days to enroll in this **Plan** from the date of device activation on the **C-Spire network**.
3. **Coverage:** In exchange for the **Monthly Service Fee** paid in accordance to the Payment Terms, **We** agree to repair or replace the **Covered Device** listed on **Your** receipt, or the **Covered Device** that is properly enrolled under the terms of this Contract if, under normal conditions and use, the **Covered Device** fails to operate properly due to **Malfunction or Accidental Damage from Handling** (the “Covered Failures”). All **Covered Devices** replaced under this **Plan** shall become the property of the Administrator. In order to obtain a replacement or repair, **You** must:
 - a) Visit <https://protect.likewise.com/cspire/> or call 888-318-7688.
 - b) Upon Our request, **You** must take the **Covered Device** to an **Authorized Service Center** for inspection and/or repair.
 - c) If **Replacement Equipment** is to be provided, return the **Claimed Covered Device** as directed upon receipt of the **Replacement Equipment**.
 - d) Be a valid, active, and current wireless **Subscriber** of **Seller**.
 - e) Not have any outstanding debts or fees owed to **Us**.
 - f) Parts and services 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 **Plan**. If the **Covered Device** is part of a recall or similar effort, this **Plan** does not apply.
 - g) Purchase of this **Plan** is not required in order to purchase or obtain financing for the **Covered Device**.
4. **Eligibility: Covered Device(s)** include mobile devices brought in by **You** that are undamaged and in good working order that are activated on the **C-Spire network (“BYO Device”)**, and devices purchased from **Seller** or provided to **You** as **Replacement Equipment** as a result of a **Claim** against this **Plan**, or the original equipment manufacturer’s warranty are eligible for coverage. **You** must be able to provide valid proof of ownership of the device at the time of purchase and/or **Claim**. As the program Administrator, **Likewise** accepts enrollment into the Program at its sole discretion. **You** must not be in breach of any material term of or have engaged in fraud with respect to this **Plan** at

any time.

- a) By entering this Plan, **You** understand and authorize **Likewise** to access **Your** account records with the **Seller** to validate **Your** enrollment and **Claim** eligibility.
- b) By entering this Plan, **You** understand and authorize **Likewise** to contact **You** regarding **Your** coverage, enrollment, and/or **Claim** via Short Message 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 replaying STOP.

5. **Effective Period of Coverage:** This **Plan** shall become effective upon **Your** payment of the **Monthly Service Fee** due upon the purchase date of this **Plan**.

YOUR COVERAGE FOR THE COVERED FAILURES UNDER THIS PLAN SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED DEVICE NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM SELLER AND AT THE SAME TIME YOU PURCHASED THIS PLAN, OR WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE. BYO DEVICES MUST BE ENROLLED IN COVERAGE WITHIN THIRTY DAYS (30) OF ACTIVATION ON THE C-SPIRE NETWORK.

6. **Communication and Consents:** As the program Administrator, **Likewise**, accepts subscriptions at its sole discretion. It is **Your** obligation to keep **C-Spire** or **Likewise** informed of **Your** mailing address, electronic mail address, telephone number or other messaging addresses. If **You** do not update the contact information, **You** agree and consent to waiving any dispute that a notification sent to an address on record with **C-Spire** or **Likewise** that was not adequate. This consent also allows **Likewise** to contact **You** for marketing or other business-related purposes.

- a) **You** understand and authorize **Likewise** to access **Your** account records with **C-Spire** to validate **Your** enrollment and **Claim** eligibility.
- b) **We** may contact **You** regarding **Your** coverage, enrollment, and/or **Claims** via electronic mail, Multimedia Messaging Services (MMS), Short Message Service (SMS) text messaging or a voice call. **You** will assume all fees assessed by **C-Spire** for the SMS text messages. **You** may opt out of SMS messaging by replying STOP.
- c) If **You** Use a mobile application, **We** may contact **You** through the mobile application via both notifications posted on the mobile application or via messages issued through the mobile application.
- d) **You** agree that **You** may be contacted regarding renewals and upgrade **Plans**.
- e) If the payment card for the **Plan** expires or cancels, **You** agree that the payment card replacing the expired or canceled card may be charged the applicable **Monthly Service Fee**. By accepting coverage in this Program, **You** authorize the financial institution issuing the payment card to (i) release required **Subscriber** information for the purpose of validating **Claims** and (ii) charge **Your** credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by **Your** financial institution in accordance with applicable law and to release **Your** contact information. **You** expressly authorize and agree for **Likewise Device Protection, LLC** to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable Monthly Service Fee. For clarity, expiration or cancellation of the credit card used to pay the fees does not cancel **Your** subscription to the Program.

7. **Term and Renewal:** The Term Period is monthly. **You** understand and agree that this **Plan** will be automatically renewed for successive months on a continuous basis unless **You** or **We** terminate this **Plan** pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". **Your** failure to pay the **Monthly Service Fee** in advance or ceasing to be an active **Subscriber** of **C-Spire**, regardless of cessation reason, is considered termination of the **Plan** by **You** and the **Plan** may not be renewed. No party is obligated to renew this **Plan**. Prices, conditions, and limitations of this **Plan** may change upon renewal. By purchasing this **Plan**, **You** agree that **You** may be contacted regarding renewals and upgrade **Plans**.

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.

8. **Change in Covered Device:** This Plan only provides coverage for the **Covered Device** listed on **Your** receipt, or which is otherwise accepted by **Us** in accordance with this Plan. If a change in the **Covered Device** being used on **Your** account occurs, **You** must apply for coverage of the new device. The new device will be subject to this Plan at the time of request for a change in **Covered Device** to the new device, which may include a higher fee and/or processing fee and/or a wait period for coverage. If **You** continue to pay the **Monthly Service Fee** after **We** have been notified of such change in **Your Covered Device** or a change in **Your Covered Device** results from a **Claim** against this Plan **You** have agreed to all changes to coverage, service fees and processing fees. Changes to **Covered Device** are subject to approval by **Likewise**; **You** will be notified within thirty (30) days of request if such change was denied.
9. **Repair or Replacement of Products:** At Our sole discretion, **We** may replace or repair the **Covered Device**. During the term of this Plan, any **Replacement Equipment** provided to **You** will be either a new or refurbished device. If **We** elect to replace the **Covered Device** 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. Any time **Your Covered Device** is to be replaced or repaired in accordance with this Plan, at our sole discretion, **We** may provide cash reimbursement, gift card or voucher, or electronic payment for **Replacement Equipment**, not to exceed the lesser of retail purchase price **You** paid for the original **Covered Device** or the cost of a replacement product of like kind and quality, less any **Processing Fee**. If **You** are eligible for reimbursement, **You** will be required to provide proof of purchase for the **Replacement Equipment**. If **You** select monthly coverage, **Your** coverage does not expire while **Your** device is being repaired for a covered service.
- a) Equipment Warranty: **Replacement Equipment** shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. If repaired or **Replacement Equipment Malfunctions** within its ninety (90) day warranty period and is returned, such equipment will not result in an additional **Claim** per the **Claim** limits outlined in this Plan.
 - b) **Replacement Equipment** or a repaired **Covered Device** may not be shipped to a P.O. Box or temporary address.
 - c) If the **Covered Device** is operated outside any state or territory of the United States, the **Replacement Equipment** will only be shipped to the address on record.
 - d) **You** are solely responsible for backing up the **Covered Device** prior to submitting the **Covered Device** for repair. **Likewise** has no responsibility for lost or damaged applications, data or program lost or damaged during the repair of the **Covered Device**. **You** should remove any records on the **Covered Device** that contain personal or sensitive information (by example, credit card information, pictures or personally identifiable information).
10. **Payment and Fees:**
- a) Payment: For each Term Period **You** desire coverage under this Plan, **You** shall remit to **Us** a **Monthly Service Fee** payable in accordance to these Payment Terms (“Payment Terms”). **Your Monthly Service Fee** is based on the Retail Price of the **Covered Device** at the time **You** purchased this Plan. Refer to the following table for **Your Monthly Service Fee**.

MSRP of the Covered Device at Time of the Effective Date	Monthly Service Fee for Service Contract
Tier 1 \$0.00 - \$149.99	\$7.45
Tier 2 \$150.00 - \$249.99	\$7.45
Tier 3 \$250.00 - \$349.99	\$7.20
Tier 4 \$350.00 - \$599.99	\$8.20
Tier 5 \$600.00 - \$1,000.00	\$10.20
Tier 6 \$1,000.01- \$1,500.00	\$11.95
Tier 7 \$1,500.01- \$2,500.00	\$12.45

Your **Monthly Service Fee** will be included on Your bill with Your **Wireless Service Provider**.

- b) **Processing Fee** Per Replacement or Repair: You shall pay a non-refundable Deductible on a per **Claim** basis prior to receiving any repair or replacement or reimbursement for the **Covered Device** (the “**Processing Fee**” or “**Deductible**”). Your **Processing Fee** is based on the Retail Price of the make and model of the **Covered Device** at the time You purchased the **Covered Device**. Refer to the following table for Your **Processing Fee**:

The following Processing Fees apply for this **Plan**:

MSRP of the Covered Device at Time of the Effective Date	Screen Only(Front & Back Glass)	Damage Fulfillment Other	Extended Warranty Replacement Only
Tier 1 \$0.00 - \$149.99	\$29.00	\$29.00	\$50.00
Tier 2 \$150.00 - \$249.99	\$29.00	\$99.00	\$75.00
Tier 3 \$250.00 - \$349.99	\$29.00	\$99.00	\$100.00
Tier 4 \$350.00 - \$599.99	\$29.00	\$99.00	\$150.00
Tier 5 \$600.00 - \$1,000.00	\$29.00	\$99.00	\$199.00
Tier 6 \$1,000.01- \$1,500.00	\$29.00	\$99.00	\$249.00
Tier 7 \$1,500.01- \$2,500.00	\$29.00	\$99.00	\$399.00

- c) **Failure to Return Equipment/Non-return Charge**: If Your **Replacement Equipment** is mailed to You, the **Covered Device**/ approved for replacement must be returned to Us at Our shipping expense within ten (10) days of receipt. Otherwise, You must surrender the **Covered Device** immediately upon receipt of the replacement device to the Authorized Service Location providing the **Replacement Equipment** and You must solely bear the costs of transporting the **Covered Device** to the Authorized Service Location.

You must return the Covered Device as directed by Us, or pay the non-returned equipment charge applicable to the model of the Covered Device that We replace. The non-return fee will be the lesser of the cost to Likewise to replace the Covered Device less any Processing Fee or the Retail Price of Your Covered Device at the time of enrollment.

- d) **Invalid Claim**: If, within the latter of Twenty (20) days after You receive the **Replacement Equipment** or **Likewise** receives the **Claimed Covered Device**, **Likewise** determines, in its sole discretion, that Your **Claim** for **Replacement Equipment** is not for a **Covered Failure** under this **Plan**, 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 **Processing Fee/ Service Fee Damage Fulfillment Fee** received.
- e) **Claim Conversion Fee**. In the event We determine that Your **Claim** for a **Covered Failure** was improperly filed

requiring fulfillment for an alternative **Covered Failure**, fulfillment of **Your Claim** will be subject to a Claim Conversion Fee as set out in the Tables below (the “**Claim Conversion Fee**”):

MSRP of the Covered Device at Time of the Effective Date	CCF – Screen Damage to Other Damage	CCF – Screen Damage to Extended Warranty	CCF – Other Damage to Extended Warranty
Tier 1 \$0.00 - \$149.99	\$0.00	\$21.00	\$21.00
Tier 2 \$150.00 - \$249.99	\$70.00	\$46 .00	\$46 .00
Tier 3 \$250.00 - \$349.99	\$70.00	\$71.00	\$71.00
Tier 4 \$350.00 - \$599.99	\$70.00	\$121.00	\$121.00
Tier 5 \$600.00 - \$1,000.00	\$70.00	\$170.00	\$170.00
Tier 6 \$1,000.01- \$1,500.00	\$70.00	\$220.00	\$220.00
Tier 7 \$1,500.01- \$2,500.00	\$70.00	\$370.00	\$370.00

f) No Trouble Found Fee. If **We** determine, in Our sole discretion, that upon receipt of the **Covered Device** there is no Failure present on or with the **Covered Device**, **We** may charge **You** an additional No Trouble Found Fee equal to \$100.00.

11. Limitation of Liability and Exclusions. This Plan 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 or the District of Columbia.**
- b) **Any and all pre-existing conditions or defects that exist before the effective date of this Plan;**
- 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 Device 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 Device/Enrolled Device/Protected Device;**
- g) **Preventative maintenance;**
- h) **Batteries, chargers and car kits;**
- i) **Data lost, corrupted, damaged or otherwise unusable;**
- j) **Claims due to diminished battery life not covered as a Malfunction;**
- 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 Device by any person other than Likewize, or their respective authorized representatives;
- n) Claimed obsolescence of the Covered Device including technological obsolescence; or
- o) The Subscriber's failure to use reasonable means to protect the Covered Device/Enrolled Device/Protected Device from further damage after a failure occurs.
- p) Products that are not purchased from Seller or its authorized dealers, unless activated on the C-Spire network.

UNDER NO CIRCUMSTANCES SHALL LIKEWIZE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED DEVICE 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.

12. **No Transfer ; No Third Party Beneficiaries; Assignment by Us:** This Plan and any rights and remedies You have 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 Plan. This Plan and any rights or remedies You have hereunder are non-transferable by You and do not cover any service request made under this Plan by any other person or entity, and any attempt by You to transfer or assign this Plan or any rights or remedies You have hereunder shall be null and void and of no force or effect. We may assign this Plan, in whole or in part, at any time without prior notice to You. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least thirty (30) days' prior written notice of any material changes.

13. **Cancellation/Termination and Refunds:**

- a) You may cancel this Plan at any time for any reason by calling Seller at (866) 957-7772, emailing Seller at Cancellation@Likewize.com or contacting Seller at the address listed on Your Receipt. Your right to void this Plan during the first thirty (30) days following receipt is not transferable and applies only to the original Plan purchaser. Likewize may cancel this Plan immediately for any reason by notifying You in writing. Any cancellation of this Plan by Likewize shall be in accordance with applicable state laws and regulations. See the State Specific Variation Exhibit for more information.
- b) Unless otherwise required under applicable law, if You or Likewize cancels this Plan within thirty (30) days after You purchase this Plan and You have not made a Claim under this Plan, the Plan is considered void and Likewize shall remit to You a full refund of the Monthly Service Fee paid by You under this Plan.
- c) Unless otherwise specified under applicable law, if You or Likewize cancel this Plan within thirty (30) days after You purchase this Plan and You have made a Claim under this Plan, Likewize shall remit to You a full refund of the Monthly Service Fee paid by the Subscriber under this Plan less the value of any claims or Replacement Equipment provided for such service request by Likewize to the Subscriber.
- d) Unless otherwise required under applicable law, if the Subscriber or Likewize cancels this Plan more than thirty (30) days after the Subscriber purchases this Plan, Likewize shall remit to the Subscriber the Service Fees paid by the Subscriber under this Plan allocable to the remainder of the term of this Plan, prorated on a daily basis, less the value of any claims or Replacement Equipment previously provided by Likewize to the Subscriber under this Plan.

14. **Insurance Company Obligations: Insurance Company Obligations:** In AR, AZ, CA, CT, DC, DE, FL, GA, HI, IL, MA, ME, MN, MO, NH, NM, NV, OH, OK, SC, TX, UT, VA, WA, WI, and WY obligations of the Obligor under this Plan are insured

by Universal Underwriters Insurance Company, 7045 College Blvd, Overland Park, KS. 66211, (800) 515-5988, In the event the **Obligor** fails to perform or pay any covered service or **Claim**, pay any refund, pay any requested performance, or becomes insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, **You** may make a **Claim** or submit a cancellation request directly with the insurer.

15. **Financial Guarantee:** In AK, AL, CO, KY, NY, OR, VT, IA, ID, IN, KS, LA, MD, MI, MS, MT, NE, NJ, NC, ND, PA, PR, RI, SD, TN, and WV obligations under this **Plan** are secured by the full faith and credit of **Likewise Corp**, the parent company of **Likewise Device Protection, LLC**. In the event **Likewise Device Protection, LLC** fails to perform or pay any covered service or **Claim**, pay any refund, pay any requested performance, **You** may contact **Likewise Corp.** at (682) 348-0354.
16. **Seller:** The **Seller** of this **Plan** is not the **Obligor**, or **Administrator** of this **Plan**.
17. **Notices:** Any notices required to be given under this **Plan** 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** view the electronic communication.
18. **State Specific Variations:** The state specific variations provided on the State Specific Exhibit attached to this **Plan**, control if inconsistent with any other terms or conditions of this **Plan**. Please refer to this exhibit for terms that apply in **Your** state.
19. **Entire Plan:** This **Plan** 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 **Plan**. This **Plan** may not be modified, amended, waived, or supplemented except as provided herein. This **Plan** includes a "State Specific Variations" Exhibit that specifies any changes to these terms specific to any state law that may be applicable. All capitalized terms have the meaning provided as defined in Section 1 or within the section the capitalized term is defined or **Used**.
20. **Governing Law:** This **Plan** shall be governed by, and construed and enforced in accordance with, the laws of the State in which **You** purchased the **Plan**.
21. **Amendment; Waiver:** No amendment, modification or discharge of this **Plan**, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this **Plan** 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 **Plan**, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this **Plan** 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.
22. **Severability:** If any portion of the Plan is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Plan.

STATE REQUIREMENTS AND DISCLOSURES

THIS **PLAN** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

Alabama: A twenty-five-dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of a returned **Plan**. **We** reserve the right to cancel this **Plan** for any reason upon at least five (5) days prior written notice to

You at **Your** last known address. The notice will state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for **Our** cancellation is nonpayment of the **Monthly Service Fee** or material misrepresentation by **You** relating to the covered property or its use. If **We** cancel this **Plan**, a pro-rata refund will be issued for the unexpired term, less the costs of any claims paid. In the event of cancellation for reasonable suspicion of fraud or material misrepresentation, We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.

Tennessee: This Plan is automatically extended while the **Covered Device** is being repaired.