

## **Extended Limited Warranty or Service Contract (Important information for customers who enroll in the Extended Limited Warranty or Service Contract)**

### **I. Service Contract or Extended Limited Warranty:**

IF YOU PURCHASED YOUR DEVICE, AS STATED ON THE RECEIPT, IN ALABAMA, CALIFORNIA, HAWAII, KENTUCKY, ILLINOIS, NEVADA, NEW YORK, OKLAHOMA, OREGON, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON OR WYOMING, THIS DOCUMENT IS A SERVICE CONTRACT. OTHERWISE, IT IS AN EXTENDED LIMITED WARRANTY.

### **II. Fee:**

You will be billed a monthly charge in the amount of \$3.00, in advance, to receive this Warranty or Service Contract. If you purchase this protection as a part of Total Equipment Coverage, you will be billed \$1.81 for tablets and iPhone devices and \$2.82 for all other wireless devices. If you purchase this protection as part of Total Mobile Protection, you will be billed \$1.81. The fee is based on your equipment protection program and/or price plan. If, during the term of this Agreement, you change your price plan or protection program, the fee may be increased.

### **III. What this Agreement covers:**

#### **A. COVERAGE IF IT IS AN EXTENDED LIMITED WARRANTY:**

1. Verizon Wireless warrants your individually owned wireless device (hereinafter the "Product") against defects in material and workmanship under normal use and service. THIS WARRANTY COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.
2. At its option, Verizon Wireless will replace the Product during the warranty period at no charge, as long as you return it in accordance with the terms of this Warranty to a Verizon Wireless Store or other location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Nonoriginal manufacturer's parts may be used in reconditioned devices. All Products returned to Verizon Wireless shall become the property of Verizon Wireless.

#### **B. COVERAGE IF IT IS A SERVICE CONTRACT:**

If there is a defect (including pre-existing) in the material and/or workmanship of your individually owned wireless device (hereinafter the "Product"), and the Product has been subject only to normal use and service, Verizon Wireless agrees to replace the Product at no charge, as long as you return it in accordance with the terms of this Service Contract to a Verizon Wireless Store or another location specified by Verizon Wireless. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Nonoriginal manufacturer's parts may be used in reconditioned devices. All Products replaced by Verizon Wireless shall become the property of Verizon Wireless. THIS SERVICE CONTRACT COVERS THE WIRELESS DEVICE ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

### **IV. What this Warranty or Service Contract does not cover:**

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner;
- B. Defects or damage from misuse, accident or neglect;
- C. Defects or damage from improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind;
- D. Breakage or damage to antennas unless caused directly by defects in material or workmanship;
- E. Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim;
- F. Products with labels removed or illegible serial numbers;
- G. Defects or damage due to spills of or immersion in food or liquid;
- H. Scratches on all plastic surfaces and externally exposed parts resulting from normal use; and/or
- I. Damage resulting from normal wear and tear.

### **V. How long this Warranty or Service Contract lasts:**

Verizon Wireless will provide the warranties or benefits, described in Paragraph III, for as long as you subscribe to this program, from the date you activate service or for the duration of your continuous active service with Verizon Wireless using the Product, whichever is less. Activation will be deemed to be no later than fifteen (15) days from the date of delivery of the Product to you, the owner.

### **VI. How to get your replacement device under this Agreement:**

To receive your replacement device, present your Product to any Verizon Wireless Store, along with your bill of sale or comparable substitute proof of sale. If you are enrolled in either the Extended Warranty or the Total Equipment Coverage program, call 1.866.406.5154 (toll free from a landline phone) and we'll diagnose the issue with you right over the phone. You may also visit any Verizon Wireless Store to diagnose and address the problem with your wireless device.

### **VII. Your obligations under this Warranty or Service Contract:**

You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

### **VIII. How and when you or we may terminate this Warranty or Service Contract:**

- A. Subject to Paragraph VIII. B., we may terminate this Warranty or Service Contract at any time. If you terminate this Warranty or Service Contract at any time. If your wireless service with Verizon Wireless is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or Verizon Wireless terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable.
  - B. For residents of Georgia, this Service Contract can only be terminated by Verizon Wireless for fraud, material misrepresentation or your failure to pay amounts due hereunder. For residents of Nevada, Verizon Wireless may not terminate this Service Contract before the expiration of the agreed term, if the Service Contract has been in effect for seventy (70) days, except if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract, after the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. Cancellation of this Service Contract by Verizon Wireless will be effective fifteen (15) days after you receive the notice of cancellation.
  - C. If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify Verizon Wireless and we will refund all fees paid up to the date of termination.
  - D. IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, VERIZON WIRELESS MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU NOTIFY VERIZON WIRELESS THAT YOU WISH TO CANCEL THIS WARRANTY OR SERVICE CONTRACT. IF VERIZON WIRELESS DOES NOT REFUND YOUR MONEY DURING THIS TIME PERIOD, YOU ARE ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF WHAT YOU PAID, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH YOUR MONEY IS NOT REFUNDED.
- ### **IX. Other conditions:**
- A. This Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. This is Verizon Wireless' complete Warranty or Service Contract for your Product. Verizon Wireless assumes no obligation or liability for additions or modifications to this Warranty or Service Contract unless made in writing and signed by an officer of Verizon Wireless. If this document is a Warranty, Verizon Wireless does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts.
  - B. Verizon Wireless cannot be responsible in any way under this Warranty or Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this

Warranty or Service Contract. Furthermore, Verizon Wireless cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by Verizon Wireless for use with individually owned equipment.

- C. When the Product is used in conjunction with ancillary or peripheral equipment not furnished by Verizon Wireless, Verizon Wireless does not warrant and shall not supply service in connection with the operation of the Product/peripheral combination, and Verizon Wireless will honor no warranty or service claim where the Product is used in such a combination and it is determined by Verizon Wireless that there is no fault with the Product. Verizon Wireless specifically disclaims any responsibility for any damage caused in any way by the use of product accessories and peripherals (specific examples include, but are not limited to, batteries, chargers, adapters and power supplies) when such accessories and peripherals are not furnished by Verizon Wireless.

### **X. General provisions if this is a Warranty:**

- A. This Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY VERIZON WIRELESS.
- B. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT; FOR ANY LOSS OF USE; LOSS OF TIME; INCONVENIENCE; COMMERCIAL LOSS; LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.
- C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

### **XI. General provisions if this is a Service Contract:**

- A. This Service Contract sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY.
- B. Obligations of Verizon Wireless under this Service Contract are backed by the full faith and credit of Verizon Wireless.

### **XII. Other rights:**

- A. This Warranty or Service Contract gives you specific legal rights. You may have additional rights that vary from state to state.
- B. Residents of Georgia and Kentucky may file a claim with Federal Insurance Co., 15 Mountain View Road, Warren, NJ 07059, directly if Verizon Wireless does not honor your claim within sixty (60) days after you filed your proof of loss. Residents of Connecticut may file a claim with Balboa Insurance Company, Suite 200, 3349 Michelson Drive, Irvine, CA 92612-8893, directly if Verizon Wireless fails to perform according to the terms hereof.
- C. Resolution of Disputes for Connecticut Residents Only: Any disputes between Verizon Wireless and residents of Connecticut arising under this Warranty shall be decided by an arbitration process. A written complaint containing a description of the dispute, the purchase price, the cost of the repair of the Product and a copy of the warranty form can be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn.: Consumer Affairs.
- D. Defective equipment must be returned or holder will be subject to a nonreturn fee equal to the cost of the nonpromotion retail price. Subject to equipment availability at time of processing. Customer agrees to "like" device if same model is no longer available.

### **SELLER:**

(Entity Financially and Legally Obligated to Perform Service)

Verizon Wireless Services, LLC  
One Verizon Way  
Basking Ridge, NJ 07920-1097