

### III. SIMPLE MOBILE LIMITED WARRANTY

A new or reconditioned SIMple Mobile Phone is covered by a one year limited warranty administered by SIMple Mobile as set forth below.

SIMple Mobile accessories have a ninety (90) day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from SIMple Mobile.

Certified pre-owned phones are not covered by a limited warranty but may be returned for a refund within 30 days of purchase. A phone registered with SIMple Mobile under the "Bring Your Own Phone" program is also not covered by SIMple Mobile.

**How To Obtain Warranty Service.** To obtain warranty service from SIMple Mobile on a new or reconditioned SIMple Mobile phone or accessory purchased from SIMple Mobile, please contact Customer Care at 1-877-878-7908. If your problem cannot be resolved over the phone, our SIMple Mobile technicians will provide you with a Return Authorization Number, which you will use to send your phone and/or accessories to the designated Service Center for repair or replacement, at SIMple Mobile's option.

**Terms of Limited Warranty.** SIMple Mobile warrants that your SIMple Mobile phone or accessory ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

**1.** The limited warranty for a new or reconditioned SIMple Mobile Phone extends for one (1) year beginning on the date of the purchase of your new or reconditioned SIMple Mobile Phone. The limited warranty on a SIMple Mobile accessory extends for ninety (90) days beginning on the date of the purchase of your SIMple Mobile accessory.

**2.** The limited warranty offered by SIMple Mobile extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end-user. The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer. Upon request from SIMple Mobile, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.

**3.** During the limited warranty period, SIMple Mobile will replace or repair, at SIMple Mobile's sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. SIMple Mobile's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to SIMple Mobile for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. SIMple Mobile shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.

**4.** The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:

**(a)** The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of SIMple Mobile, including damage caused by shipping.

**(b)** The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by SIMple Mobile.

**(c)** SIMple Mobile was not advised in writing of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the applicable limited warranty period.

**(d)** The Product serial number plate or the enhancement data code has been removed, defaced or altered.

**(e)** The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.

**(f)** The Product is outside of the one (1) year Limited Warranty period.

**5.** SIMple Mobile does not warrant uninterrupted or error-free operation of the Product or service. SIMple Mobile cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. If a problem develops during the limited warranty period, the Consumer shall contact SIMple Mobile Customer Care for repair or replacement processing of the Product. SIMple Mobile shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.

**6.** You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.

**7.** SIMPLE MOBILE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE LIMITED WARRANTY SET FORTH HEREIN IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SIMPLE MOBILE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, SAVINGS OR REVENUE, LOSS OF DATA OR USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL OR SUBSTITUTE EQUIPMENT OR FACILITIES, INJURY TO PROPERTY DOWNTIME, OR THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT AND/OR SERVICE OR ARISING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SIMPLE MOBILE KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SIMPLE MOBILE SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES AND OTHER CONTENT.

**8.** Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.

**9.** SIMple Mobile neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

**10.** This is the entire warranty between SIMple Mobile and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.

This limited warranty allocates the risk of failure of the Product between the Consumer and SIMple Mobile. The allocation is recognized by the Consumer and is reflected in the purchase price.