

PROVIDER:

Assurant Services of Puerto Rico, Inc.

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

**Wireless Equipment Service Agreement
Schedule Page**

Service Contract Holder's Name and Address:

Retailer's Name and Address:

Service Contract Number:

**Thank You for Your Purchase
THIS IS NOT A BILL!**

PRODUCT COVERED BY THIS SERVICE CONTRACT DESCRIPTION MAKE/MODEL		MODEL NUMBER	TYPE OF COVERAGE		CONTRACT START DATE	CONTRACT EXPIRATION DATE, IF ANNUAL COVERAGE
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annual			
LOCATION WHERE SERVICE WILL BE PERFORMED		PRODUCT PURCHASE PRICE	SERIAL NUMBER	CONTRACT TERM	PRODUCT PURCHASE DATE	
<input type="checkbox"/> Mail <input type="checkbox"/> Authorized Repair Center				MONTHLY		
SERVICE CONTRACT PRICE	MANUFACTURER'S WARRANTY DATE		MAXIMUM NUMBER OF REPLACEMENTS <i>(within a twelve (12) month period beginning on the date of loss of the first replacement under the program)</i>		DEDUCTIBLE	
<input type="checkbox"/> \$6.99 <input type="checkbox"/> \$12.99			(2) REPLACEMENTS		<input type="checkbox"/> \$50.00 <input type="checkbox"/> \$75.00 <input type="checkbox"/> \$100.00 <input type="checkbox"/> \$125.00 <input type="checkbox"/> \$150.00	

THIS SERVICE CONTRACT PROVIDES SERVICES DURING THE MANUFACTURER'S WARRANTY TERM, IT DOES NOT REPLACE IT (MANUFACTURER'S WARRANTY), ALTHOUGH IT DOES PROVIDE CERTAIN ADDITIONAL BENEFITS NOT PROVIDED BY THE MANUFACTURER'S WARRANTY DURING ITS TERM.

This service contract is issued in conformance with the terms and conditions of the service request submitted by you. In consideration of the services performed or available hereunder, you agree to pay the amounts prescribed in your order and specified above. This service contract must be made available for inspection when you require service. You must notify in writing to the above referenced address if your address changes.

For service under this contract, contact the phone number listed below:

1-877-677-2527

THIS SERVICE CONTRACT IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE ENCLOSED TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY.

TERMS AND CONDITIONS

“You” and “Your” indicates the service contract holder and purchaser of this service contract, as shown on the Schedule Page.

“We”, “Us”, and “Our” indicates the provider, Assurant Services of Puerto Rico, Inc., Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918.

TERM: Protection starts on the Contract Start Date as shown on the Schedule Page. If Your billing option of this service contract is monthly, the term of this service contract is renewed by Your payment of the monthly charge. If the monthly charge is not paid, coverage will terminate.

WHAT IS COVERED: Service performed hereunder shall consist of labor and parts necessary to restore or replace Your wireless product and similar wireless equipment as listed on the Schedule Page to normal operating condition, up to the maximum number of replacements established in the Schedule page, within a twelve (12) month period beginning on the date of loss of the first replacement under the program.

REPLACEMENT OPTION: At Our option, We may replace Your covered product with a new or refurbished product of like kind and quality if We are unable to repair Your product, or where the cost for repair may exceed the current retail replacement value of Your covered product. The price of the replacement product shall not exceed the retail purchase price of the original covered product. The new product replacement will automatically be considered as covered property under this Contract, except where You opt to cancel Your Contract, in such case We will proceed as stated in the Cancellation section of this document. The maximum number of replacements specified in the Schedule Page will be reduced by each covered product replacement performed under another wireless protection program, regardless its warranty or insurance protection. If We replace Your covered product, the original product will become Our property.

PARTS NON-AVAILABILITY: In the event that replacement parts needed for repair cannot be attained within a period of thirty (30) days, We will proceed as stated in the “REPLACEMENT OPTION” section of this contract. In neither event shall the retailer and/or provider be liable for any damages as a result of the unavailability of replacement parts.

ACCIDENTAL DAMAGE: The service contract provides protection against accidental damage to the covered product (for example: falling off Your hands, or a car, or water damage) resulting from the handling of such product and that is not intentionally caused by You.

IF YOU NEED SERVICE: To locate or arrange for service, **call the toll free number on the Schedule Page.** We will select an Authorized Repair Center which will contact You to arrange for Your service. You should contact Us if the completion of Your repair is not satisfactory.

TYPES OF SERVICE AND SERVICE LOCATION: Service can be provided in an Authorized Repair Center (Carry-In Service) or Vendor’s location, or by mail.

In the event You purchased service in an Authorized Repair Center (Carry-In Service), as indicated in the Schedule Page, repairs will be performed at an Authorized Repair Center. You are responsible for the delivery of Your product to the repair center for performance of the repairs and for pickup of the product following completion of the service work. Should You be required to ship a product to an Authorized Repair Center, You will be responsible for any shipping charges incurred.

In the event service is by mail, the repair or replacement will be provided by standard mail. We will ship you a postage paid shipping labeled box with the instructions for You to return the Product to a authorized repair center, at no cost to You.

AVAILABILITY OF SERVICE: Service will be available Monday through Saturday 9:00am – 9:00pm local time.

DELAYS: We shall not be liable for any damages arising out of delays; and in no event shall We be liable for consequential damages. In the event Your repair requires more than thirty (30) days to complete, the expiration date of Your service contract will be extended by the repair time in excess of thirty (30) days, except when parts needed for repair cannot be attained, in which case We will proceed as stated in sections “PARTS NON-AVAILABILITY” and “REPLACEMENT OPTION”.

PARTS: Materials furnished as replacements for parts will be drawn from Our service contractor’s inventory of new or rebuilt parts and components.

MANUFACTURER’S WARRANTY: During the manufacturer’s warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer’s warranty. If You should call for service on an item covered under the manufacturer’s warranty We will refer Your call to the manufacturer.

WHAT IS NOT COVERED: (1) Parts, units, components, batteries, or subassemblies of the product that are covered by the manufacturer’s, dealer’s, or repairer’s warranty; (2) service costs where it has been determined that repairs were not necessary; (3) merchandise that does not have a limited warranty; (4) any accessory, other than accessories included at no extra cost in Your wireless equipment purchase package, unless such accessory is listed on the Schedule Page; (5) any antenna connected

to or used with the covered product; (6) property held in inventory or property held as Your stock in trade; (7) used products or products that do not have a manufacturer's warranty; or (8) injuries to a person or damages to property caused by any covered or non-covered part.

SERVICES NOT COVERED: This service contract does not cover service, maintenance, repair, or replacement necessitated by any loss or damage occurring prior to the issuance of this service contract and resulting from (1) any cause other than normal usage, such as, but not limited to loss or damage due to misuse, abuse, neglect; (2) unauthorized repair by others; (3) lack of manufacturer's recommended maintenance; (4) any commercial use or use other than that of a personal, domestic, or household nature unless otherwise selected on Schedule Page; (5) inherent design defect in the product; (6) rust, corrosion, insect infestation, fire, water, windstorm, hail, earthquake, theft or burglary, negligence, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, any intentional acts caused by You, power reductions or fluctuations, lightning, flood, malicious mischief, civil commotion, arson or explosion. IN NO EVENT SHALL THIS SERVICE CONTRACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR NEGLIGENCE. This service contract does not cover claims arising from any breach of implied or expressed warranty of merchantability or fitness of the product from the manufacturer. This service contract does not cover repair or replacement caused by defects that existed prior to this contract purchase.

WHAT YOU MUST DO: Non-technical cleaning to provide a normal operating environment as described in the manufacturer's instruction manual for the covered product is Your responsibility.

CANCELLATION:

- a. You may cancel this contract at any time for any reason by mailing a request for cancellation and the original copy of this contract to the Us. If You cancel within ten (10) days of delivery or twenty (20) days from the date of mailing of this service contract, and have not made a claim under the contract, You will receive a refund in the amount of one hundred percent (100%) of the contract purchase price.
- b. If Your billing option is annual and You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under the contract You will receive a refund based on the remaining term of Your contract and taking into consideration the term of the original manufacturer's warranty of Your product that has not yet expired. The method that We will use to calculate the earned amount will be determined using the lesser of the following: (1) If the portion of the earned pro rata rate is greater than the multiplied ratio of \$65.00 over the elapsed term (in years) before the manufacturer's warranty expires, We will retain the product of this ratio as the earned rate; or (2) If the portion of the earned pro rata rate is smaller than the multiplied ratio of \$65.00 over the elapsed term (in years) before the manufacturer's warranty expires, We will retain the earned pro rata rate.

If Your billing option is monthly and You cancel after the first twenty (20) days from receipt of this contract or if a claim has been made under this contract, We will refund the unearned amount of the charge.

A 10% penalty per month shall be added to a refund, added to the total purchase price, if we do not pay the refund within thirty (30) days after We receive from You the request for cancellation and the original copy of the contract.

- c. We may cancel for (1) nonpayment; (2) material misrepresentation; or (3) fraud. If We cancel, We shall mail written notice at least fifteen (15) days prior to the effective date of cancellation and You shall be refunded as described in item b. of this section.
- d. If this contract was inadvertently sold to You on a product which was not intended to be covered by this contract, We will have the right to cancel during the enrollment period and if during this same period You have not made a claim a claim under the contract. We will return the full purchase price of the contract to You. If a claim has been made, We will proceed as described in item b. of this section.

DEDUCTIBLE: If Your service contract has a deductible it will be specified in the Schedule Page and You are responsible for payment of that deductible each time a repair or replacement is completed. Payment is due to Us.

REPEAT SERVICE: If Your product requires service more than once within a sixty (60) day period, it must be completed by the original Authorized Repair Center.

TRANSFER: This service contract is not transferable.

SPECIAL PROVISION: Obligations of Assurant Services of Puerto Rico, Inc. under this service contract are guaranteed under a service contract reimbursement insurance policy. If Assurant Services of Puerto Rico, Inc. fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company, Caribbean American Property Insurance Company, at the following address: Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918, or call the Toll Free number at 1-800-981-8888.

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR DECLARATIONS PAGE

Effective Date: From _____ To continuous until cancelled
12:01 a.m. Standard time at the address shown above Automatically renewed, until otherwise cancelled

Term: Monthly Continuous Renewal Applies:

The following endorsement apply to your certificate: _____

Certificate Number: CB8232CKK-0710

Group Policy Number: 0P80

Certificateholder Name and Address:

Group Policyholder Name and Address:

Puerto Rico Telephone Company
1515 Ave. F.D. Roosevelt
San Juan, Puerto Rico 00936

Covered Group Description: _____

We agree to provide coverage for direct, sudden and accidental physical loss to the Property described:

- in the Property Schedule of this Certificate subject to the terms and conditions set forth in:
 - this Certificate; and
 - the applicable Coverage Section endorsed to this Certificate;
- for which the required premium has been paid; and
- provided the Certificateholder is a member of the Covered Group.

PROPERTY SCHEDULE

Description of Property	Maximum Replacement Value	Rate	Deductible
N/A	\$2,500	N/A	N/A

COMERCIAL USE

If this box is checked, Item 2, under **Property Not Covered**, in the applicable endorsed Coverage Section does not apply.

The maximum number of replacements is 2 per 12 month period, starting from the date of loss of the first replacement made under the program.

Company Representative
or Countersignature _____

See NL

Date: _____

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Ave., Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR CERTIFICATE OF INSURANCE

GENERAL PROVISIONS

We agree to provide coverage subject to the terms and conditions set forth in this Certificate, the Declarations Page and the applicable coverage section attached to this certificate.

DEFINITIONS

Group Policyholder means the organization named in the certificate declarations and who holds the group policy.

We, us and **our** means Caribbean American Property Insurance Company.

Certificateholder means the person or entity whose property is covered by this certificate and named in the certificate declarations.

Insured Property means any of the following items covered by this **certificate**:

- a. any wireless communication's device which is either scheduled or endorsed onto this certificate; and
- b. the accessories included at no extra cost in the wireless communication's device purchase package.

Loss means an accident, including continuous or repeated exposure to substantially the same general harmful conditions to the **insured property**, while this certificate is in force.

GENERAL CONDITIONS

Certificate Period/Territory: Coverage applies only to the **losses** which occur during the period indicated in the Declarations Page.

The property will be covered anywhere in the world; however, repairs and replacements will only be made in and losses will only be adjusted in:

1. the United States, its:
 - a. territories; or
 - b. possessions; and
2. Puerto Rico.

Duties After Loss: In the event of **loss** or damage, which may become a claim under an individual certificate, the **certificateholder** is required to:

1. promptly notify:
 - a. **us**; or
 - b. **our** duly authorized representative.
2. send to **us**, within sixty (60) days after **our** request, or as soon as practical, the **certificateholder's** signed, sworn proof of **loss** which sets forth, to the best of the **certificateholder's** knowledge and belief:
 - a. the date, time and cause of **loss**,
 - b. the **certificateholder's** interest and the interest of all others in the property and all liens on the property;
 - c. specifications of the damages to the property.

3. protect the **insured property** from further damage;
4. prepare an inventory of damaged property, showing the quantity, description and amount of **loss**. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. exhibit the damaged **insured property** as often as **we** reasonably require;
6. submit to an Examination Under Oath; and
7. cooperate with **us** in the investigation or settlement of the claim.

In the event of **loss** or damage due to theft, burglary, vandalism or malicious mischief, a report of such **loss** must be made:

1. to the applicable police authority with jurisdiction; and
2. as soon as reasonably possible.

Failure to report **loss** or damage or file proof of **loss** as stated above may invalidate a claim under this certificate.

Reinstatement of Limit After Loss: The Maximum Replacement Value will not be reduced by the settlement of any claim.

Deductible: In the event of a covered **loss**, **we** will not repair or replace the covered equipment unless **our** cost will exceed the deductible shown on the Declarations Page.

Loss Settlement: If the **insured property** suffers a covered **loss**, **we** will at **our** option, repair or replace, within forty (45) days of receipt of proof of loss. If **we** elect to replace the **insured property**, **we** will replace with new or, at **our** option, refurbished property of like kind and quality.

Settlement of **loss** will be made after the covered **loss** is determined under this certificate, and within thirty (30) days after:

1. **we** reach agreement with the **certificateholder**; or
2. entry of a final judgment.

If **we** elect to replace the equipment, the **certificateholder** is obligated to surrender upon **our** request the original replaced equipment.

We will not in any case settle for more than the maximum number of replacements established in the Declaration's Page, or the applicable Maximum Replacement Value less the deductible.

Abandonment: There will be no abandonment to **us** of any property.

Salvage: If **we** settle a claim on the **insured property** and the **certificateholder** and/or **we** recover property:

1. the benefit of recovery will be **ours** up to the total value of **our** settlement; and
2. **we** will retain all salvage value of the recovered property until **we** have been fully reimbursed for **our** settlement.

Subrogation: If **we** become liable for payment under this certificate, the **insured** will:

1. assign to **us**, **his** rights of recovery against any:
 - a. person; or
 - b. organization;
2. give **us** whatever assistance that:
 - a. is in **his** power; and
 - b. **we** require to secure such rights; and
3. do nothing after the **loss** to prejudice **our** rights.

Waiver or Change of Certificate Provisions: A waiver or change of a provision of this certificate will be sent by mail by **us** to the **policyholder** and to the **certificateholders** at least sixty (60) days prior to the date the waiver or change take effect. The written notice will be accompanied by a copy of the new certificate or brochure with insurance terms and conditions.

Assignment: This certificate may not be assigned to another person without **our** written consent. **We** will have no liability under this certificate in the case of assignment without such written consent.

Other Insurance: The maximum number of replacements specified in the Declaration's Page of this Policy and certificates will be reduced by each event the insured property is replaced under any other wireless protection program, regardless such program is considered insurance or not.

Legal Action Against Us: No legal action may be brought against **us** unless:

1. there has been full compliance with all of the terms and conditions of this certificate; and
2. the action is started within one (1) year of the date of **loss**.

Cancellation of Certificates: **We** reserve the right to cancel the certificate:

1. If the **certificateholder** cancels the coverage within the first thirty (30) days of coverage effective date. The **certificateholder** should mail **us**, or any of **our** authorized agents, written notice when the cancellation shall be effective. The unearned premium will be refunded, except where a claim has been made.
2. For non-payment of premium. **We** will mail written notice to the **policyholder** and **certificateholder**, fifteen (15) days prior the effective date of cancellation.
3. Upon termination of the group master policy by **Us** or the **policyholder**. **We** will send notice of cancellation at least sixty (60) days prior to the effective date of cancellation. If the **policyholder** cancels the policy, notice of cancellation will be mailed at least thirty (30) prior to the effective date of cancellation.
4. On the date the maximum number of replacements stated in the Declarations Page have been reached. **We** will mail written notice to the **policyholder** and **certificateholder** within first (15) fifteen days the maximum number of replacement was reached. Cancellation will not take place until said notice has been

mailed. Proof of mailing shall be sufficient proof of notice. At the **certificateholder's** request, coverage may be reinstated twelve (12) months after the date the maximum number of replacements was reached, subject to the conditions and provisions of this certificate.

Proof of mailing shall be sufficient proof of notice. When this certificate is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded.

Termination: Certificates will terminate automatically on the date the **certificateholder** is no longer a member of the covered group.

Refunding: Any unearned premium will be calculated pro rata and refunded to the Group Policyholder.

Term/Continuous Renewal: The term of the certificate is monthly and will be automatically renewed every thirty (30) days subject to the **group policyholder's** premium payment.

The certificate documents originally issued will remain in effect until revised documents are issued to the **certificateholder** or until the cancellation of the group policy.

Concealment or Misrepresentation: Coverage will be cancelled if, whether before or after a **loss**, the **certificateholder** has:

1. concealed or misrepresented any material fact or circumstance concerning this insurance; or
2. made false statements or engaged in fraudulent conduct relating to this insurance.

Written notice will be mailed to the **policyholder** and the **certificateholder** fifteen (15) days, prior the effective date of cancellation.

No Benefit to Bailee: No person or organization, other than the **certificateholder**, having custody of the property will benefit from this insurance.

Replaced Property: The new replacement property is automatically covered as **insured property** of the **certificateholder** for the remainder of the certificate period.

Physical Environment: The **certificateholder** agrees to take due care to maintain a physical environment (levels of temperature, humidity, dust) in keeping with the recommendations of the manufacturer of the property.

Liberalization: If **we** adopt any revision which would broaden the coverage under this certificate without additional premium within sixty (60) days prior to or during the coverage period, the broadened coverage will immediately apply to this certificate.

Conformity to Statute: This certificate is amended to comply with the statutes of the jurisdiction:

1. where it is issued; and
2. on the effective date.

In Witness Whereof, **We** have caused this Certificate to be executed and attested, but this Certificate will not be valid unless countersigned, if required, by **Our** duly authorized agent.

Jeannie Aragón
ASSISTANT SECRETARY

Federico Grosso
PRESIDENT

Caribbean American Property Insurance Company

Torre Chardón, 350 Carlos Chardón Avenue, Suite 1101, San Juan, PR 00918

WIRELESS PROTECTOR LEVEL 3 ENDORSEMENT COVERAGE SECTION

Definitions:

Accidental Damage means an unexpected and unintentional external event that results in "physical" damage to the **insured property**. The damage shall not be foreseeable and shall be beyond the control of the insured.

Computer Virus means any code intended to contaminate or destroy data. It includes but is not limited to any of the following: self-replicating viruses, worms, Trojans and logic bombs. It does not mean defect or programming errors, such as the inability of a program to process any naturally occurring calendar date.

Mechanical and Electrical Breakdown means the failure of a covered part due to faulty workmanship or faulty materials supplied by the original manufacturer or distributor when operated according to the manufacturer's instructions.

Nuclear Hazard means any nuclear reaction or radiation of any radioactive contamination from any other cause.

Preexisting Condition means failures or defects which the **certificateholder** should have reasonably known to be present prior to the effective date of this certificate.

Property Covered: We will cover the **certificateholder's insured property** shown on the Declarations Page.

Covered Causes of Loss: We will provide coverage to the **certificateholder's insured property** against direct, sudden and accidental **loss** or damage caused by:

1. fire or lightning;
2. windstorm;
3. explosion or smoke;
4. riot or civil commotion;
5. aircraft and vehicles;
6. marine perils while on ferries and/or in cars or transfers in connection with land conveyances;
7. vandalism or malicious mischief,
8. theft;
9. burglary; or
10. mysterious disappearance.

Property Not Covered: We will not pay for **loss** to:

1. property held in inventory or held as stock in trade; and
2. property used for any commercial purposes.
3. any antenna connected to or used with the **insured property**.

Causes of Loss Not Covered:

1. We will not pay for **loss** to **insured property** caused by or resulting from:
 - a. depreciation or obsolescence;
 - b. corrosion, rust or mold;
 - c. **preexisting condition**, wear and tear, gradual deterioration;
 - d. failure to follow manufacturer's maintenance recommendations;
 - e. error or omission in design or system configuration, faulty construction or any original defect in the **insured property**;
 - f. delay or loss of market, loss of income or interruption of business;
 - g. intentional and/or dishonest acts by the **certificateholder**, or anyone else with an interest in the **insured property**, or the **certificateholder's** employees or authorized representatives or anyone entrusted with the **insured property**;
 - h. voluntary parting with the **insured property** by the **certificateholder** or anyone else to whom the **certificateholder** has entrusted the item if induced to do so by any fraudulent scheme, trick, device or false pretense;
 - i. war, including undeclared or civil war, insurrection, rebellion, revolution; warlike act of a military force, including action in hindering or defending against an actual or expected attack, by government, sovereign or other authority using military personnel or other agents;
 - j. **nuclear hazard**;
 - k. repair or service, including installment, of **insured property** caused by error in machine programming or instructions to the machine;
 - l. illegal trade or confiscation by any governmental authority;
 - m. a **computer virus**;
 - n. **accidental damage**; or
 - o. **mechanical and electrical breakdown**.
2. Regardless of the cause of **loss**, we will not pay the following additional costs incurred as a result of any **loss**:
 - a. extra expenses, programming, data reconstruction, data recovery or program installation or reconfiguration; or
 - b. costs which are recoverable under any product warranty.



Federico Grosso
PRESIDENT

**CLARO UPDATE
TERMS & CONDITIONS**

THIS PROGRAM IS GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS. BROADTECH, LLC WITH OFFICE IN 1401 LAKEWAY DRIVE SUITE A LEWISVILLE, TEXAS 75057, IS ENTERING INTO A BINDING CONTRACT WITH “YOU”, THE PARTICIPATING SUBSCRIBER. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO UNDERSTAND WHICH ARE YOUR RIGHTS AND RESPONSIBILITIES WHEN PARTICIPATING IN THIS PROGRAM. IF YOU PARTICIPATE IN THIS PROGRAM, YOU ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT (THE “CONTRACT”).

I. DEFINITIONS.

- **Good Working Condition:** means that the Equipment meets the following:
 - it's not included in the wireless provider's list of lost or stolen equipment or in any other database established by law or regulation, per mutual agreement between the parties;
 - screen is not cracked or broken. No cracks, dents, broken parts, and/or missing components. No liquid damage corrosion. The liquid damage indicator is not activated. Housing is not permanently bent. No aftermarket parts have been installed on the device. Internal circuitry is not exposed;
 - the Equipment bears no inscription (no engraving on the front or back cover);
 - the Equipment can be turned on, can be charged and is in Good Working Condition in a manner consistent with manufacture's specifications (including the ability to make a call, functional camera, speakers, etc.);
 - the Equipment is not blocked, the anti-theft feature is not turned off, and all personal accounts have been deleted (ex. Gmail, iCloud); and
 - the International Mobile Equipment Identity (IMEI) matches the Equipment associated with the deferred payment plan in which You participate.
- **Equipment:** a device that You purchase under an Deferred Payment agreement.
- **Eligible Equipment:** means those cellphone models that CLARO selects from time to time.
- **Deferred Price:** A payment plan that You select to purchase an Equipment.
- **Program:** Plan consisting of an Equipment update after you have paid at least 50% of the Equipment's payment Plan.
- **You:** the subscriber participating in this Program.

II. PROGRAM DESCRIPTION (GENERAL).

CLARO UPDATE (henceforth, the “Program”) is an update plan for CLARO customers (collectively, “CLARO”) that have purchased an authorized Equipment for use in CLARO's network under the “Deferred Payment Equipment Purchase” program. When You exchange your Equipment under this Program, Broadtech, LLC will cancel the remaining balance and You accept a new deferred payment term as per CLARO's terms and conditions, provided that you meet the provisions in **Section V (b), “Equipment Eligibility”**.

III. DECLARATIONS.

You declare that upon program registration, you are 21 years old or you are legally emancipated, have legal capacity to enter freely into this Contracts; legally owns Eligible Equipment; and understands that by exchanging this Equipment to enjoy Program benefits, You waive your property rights over it and Broadtech, LLC has no obligation to return it to You.

IV. APPLICABILITY.

This Contract is supplementary and independent of any other service contract or of other terms and conditions between You and CLARO, including, without limitation, the Post-paid Cellular Service Terms and Conditions, the Terms and Conditions of the “Deferred Payment Equipment Purchase” program, the Wireless Equipment Service Agreement (CLARO Mobile Protection) and the Wireless Equipment Protective Insurance Certificate. To the extent that any conflict may exist between the present Contract and any other provision from any of the other CLARO terms and conditions, the latter provisions shall prevail.

V. ELIGIBILITY.

In order to be eligible to receive the benefits under this Program, You must meet the following eligibility requirements:

- a) **Program Eligibility.** You must have:
- i. an active, eligible CLARO voice and data plan;
 - ii. paid at least 50% of your Equipment's cost;
 - iii. bought from CLARO an Eligible Equipment subject to the “Deferred Payment Equipment Purchase” program;
 - iv. registered under this Program at the moment You purchased the Equipment;
 - v. paid Program's monthly fee regularly and on its due date; and

vi. CLARO's account must be current.

b) **Equipment Eligibility.** The Equipment shall be eligible provided that it's in good physical condition and works adequately. An Equipment shall be deemed to be in good physical condition and working adequately when the conditions in the "Definitions" section are met.

VI. PROGRAM TERM.

The Program can be renewed on a monthly basis while You continue making payments, and Your right to receive the benefits expected under this Program depends upon meeting the eligibility requirements on an ongoing basis according to the provisions in **Section V**. Your participation in the Program shall continue until it is cancelled under **Section X**.

VII. EVALUATION AND EXCHANGE PROCESS.

To exchange your Eligible Equipment under this Program, You have to surrender it at a participating CLARO establishment and one of its representatives shall determine, subject to the Program's eligibility requirements, if the Equipment is in Good Working Condition. You will have to pay to CLARO a \$20 update fee when carrying out the UPDATE.

VIII. YOUR OBLIGATION TO PROTECT YOUR PRIVATE AND PERSONAL INFORMATION.

You bear exclusive responsibility for protecting and securing any information stored in your Equipment. When You surrender the Equipment, You must ensure that You have deleted all of your personal information, photos, videos or images or those of third parties. Broadtech, LLC is not responsible for the personal information, photos, videos or images left by You on Equipment surrendered to Broadtech, LLC. You acknowledge and accept that Broadtech, LLC may erase any content left by You in the Equipment. See the User Guide on how to erase or delete said information. You may keep your removable memory card. Likewise, You are obliged to restore manufacturer's settings in your Equipment, as well as deactivate any password or blocking feature. If You do not do it, You will not be eligible to exchange your Equipment.

IX. TRANSFERABILITY AND AVAILABILITY.

This Contract may not be transferred and is only available in Puerto Rico.

X. CANCELLATION.

The Program is optional; thus You may cancel it at any time and for any reason by sending a cancellation request by postal mail or by calling 1-877-281-9768. If You cancel your Post-paid Cellular service with CLARO for any reason, this will cancel your participation in the Program. If You cancel this Program you may not register again with the same Equipment.

This PROGRAM may be cancelled at any time by CLARO due to: (1) lack of any payment; (2) material false representation; or (3) fraud. If the program is cancelled due to any of the previous reasons, CLARO shall provide written notification to You to the address You have provided no less than thirty (30) days before the date of effectiveness of said cancellation.

XI. LIABILITY RELEASE.

IN NO CASE SHALL CLARO NOR ITS RESPECTIVE AGENTS, AFFILIATES, EXECUTIVES OR EMPLOYEES BE RESPONSIBLE BEFORE YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, DIRECT, INDIRECT OR PUNITIVE DAMAGES which arise due to, or are related to, your participation in the Program, notwithstanding the mode of action (including, without limitation, negligence) nor that CLARO may have been warned about the possibility of said losses or damages.

XII. NOTICE.

You expressly consent to be contacted, for any reason, through the telephone number, physical or electronic address provided by You when You registered in the Program. All notices or requests related to this Contract shall be sent in writing by any reasonable means, including, for example: postal or electronic mail, fax, text message or standard commercial overnight courier services. Notices sent to You are considered to be delivered when sent to your Equipment or to the e-mail or fax number you gave us, or within three (3) days of being sent to your billing address.

XIII. WAIVER; SEVERABILITY.

If any of the parties does not demand from the other compliance with any clause set forth herein, this will not affect the full right to require such performance in the future; neither shall the waiver by any of the parties from requesting a remedy for the breach of a clause set forth herein shall constitute grounds to waive the clause itself. In case any clause in this Contract is unenforceable or its validity is annulled due to any applicable law or court judgment, said unenforceability or invalidity cannot be raised as grounds for total invalidity or unenforceability of the Contract. In such cases, these clauses shall be amended and construed in the best manner consistent with their objectives within the scope of the applicable laws or court judgments.