

TERMS AND CONDITIONS OF THE  
MOBILE PROTECTION PLAN OFFERED BY  
SUPER EASY PROTECTION a d/b/a of Super Easy Protection LLC

These Terms and Conditions (“Terms”) govern the MOBILE PROTECTION PLAN (“MPP”).

DEFINITIONS:

1. “SEP” shall refer to Super Easy Protection LLC d/b/a Super Easy Protection, located at 145 West 7200 South, Midvale, Utah 84047.
2. “Mobile Protection Plan” or “MPP” shall refer to a one-year Mobile Device Protection Plan offered by Super Easy Protection hereunder. The Mobile Protection Plan is not a warranty, does not extend any warranty of any Covered Device, and is not an insurance policy, but is a pre-paid service agreement offered by Super Easy Protection. There will be two different Mobile Protection Plans offered:
  - i. The “BASIC PLAN”, which is an accessories only plan which costs \$75.00 per year, and entitles the customer to:
    - a. One ultra strong tempered glass screen protector, and
    - b. One premium case, and
    - c. The customer will receive any two charging devices from the following list; a car charger with a cable, or a wall charger with a cable.
    - d. NOTE: There are no repair benefits in the “Basic Plan”
  - ii. The “PLATINUM PLAN”, which is a repair plus accessories plan which costs \$149.00 per year, and entitles the customer to:
    - a. One ultra strong tempered glass screen protector, and
    - b. One premium case, and
    - c. The customer will receive any two charging devices from the following list; a car charger with a cable, or a wall charger with a cable, and
    - d. One Year of Covered Device repairs subject to the deductibles and terms herein.
    - e. The complete list of devices eligible for coverage under the Platinum Plan are listed in the deductible section of these Terms. The list of covered devices may change.
3. “Covered Device” shall refer to a mobile communication device i.e. cellular phone, mobile tablet, for which you purchased a Mobile Protection Plan. The Covered Device must be working properly at the time the MPP is originated. The MPP is specific to a Covered Device.
4. “Deductible” refers to the schedule of Your deductible for various repairs under the Platinum Plan. A schedule of those deductibles is in this Agreement which You will be required to pay prior to receiving the Covered Device back following a Platinum Plan repair.

5. Disclosures
  - A. Obligations of the provider under this service contract are guaranteed by Super Easy Protection LLC d/b/a Super Easy Protection, which is the administrator of the MPP, and its main office location is 145 West 7200 South, Midvale, Utah 84047. The toll free telephone number for Super Easy Protection LLC is 877-596-7283.
  - B. Should SEP fail to pay or provide service on any claim within 20 days after a service claim has been made, You are entitled to make a claim directly against SEP subject to the Dispute Resolution provisions herein.
  - C. The MPP may be subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
  - D. Coverage afforded under this contract is not guaranteed by the any Property and Casualty Guaranty Association.
  - E. Authorized Super Easy Protection Repair Locations/phone numbers are PC Laptops LLC retail locations in Utah. PC Laptops LLC has contracted with Super Easy Protection to be the exclusive repair services provider under the MPP. Service locations are as follows:
    - 4080 Riverdale road, Riverdale, Utah 84405 (801) 334-6262
    - 2984 N. Hill field Road, Layton, Utah 84041 (801) 593-8677
    - 745 South State Street, Salt Lake City, Utah 84111 (801) 596-7283
    - 5324 South State Street, Murray, Utah 84107 (801) 747-3433
    - 1705 West 7800 South, West Jordan, Utah 84088 (801) 748-1200
    - 9009 South State Street, Sandy, Utah 84070 (801) 568-9999
    - 368 North 750 West, Suite C1, American Fork, Utah 84003 (801) 492-5860
    - 1985 South State Street, Orem, Utah 84097 (801) 724-9998
  - F. Additional disclosures required by the State of Utah pursuant to Utah Code 31A-6a-104 are found elsewhere in this Agreement as appropriate.
  
6. "Price of the Mobile Protection Plan" refers to the amount that You will pay for one year of the Mobile Protection Plan. For the "Basic Plan" the yearly cost is \$75.00, for the "Platinum Plan" the yearly cost is \$149.00. The price for the Mobile Protection Plan is printed on the Sales Receipt and is linked to You and the Covered Device. Customer gives permission for the cost for both plans to be automatically renewed for another year at the expiration of a yearly term.
  
7. "Sales Receipt": EVIDENCE OF MOBILE PROTECTION PLAN; DOCUMENTATION REQUIRED: The purchase of a Mobile Protection Plan is evidenced by a sales receipt which You will receive at the time of purchase of an MPP, which indicates the identity of the purchaser, the date of purchase, the identification of the Covered Device, the seller, and the service provider. The contents of the sales receipt supplements these Terms as if included herein by reference.
  
8. "You" or "Your" or "Customer" refers to the purchaser of a Mobile Protection Plan. The Mobile Protection Plan is not transferrable and is only valid for the purchaser of the Mobile Protection Plan and the specific device.

9. "Iphone, Ipad, Ipod, Iphone", are all trademarks or tradenames of Apple Inc., or one of its related companies, and are not owned by SEP. Samsung and its various device names, are trademarks and tradenames are owned by Samsung Electronics Co., Ltd or one of its related companies, and are not owned by SEP. LG is a registered trademark of LG Corp, or one of its related companies, and is not owned by SEP. No infringement is intended.
  
10. "TERM" and "CANCELLATION": The Mobile Protection Plan is for a period of one year beginning on the date of purchase, and will automatically renew for successive one-year periods until cancelled by either SEP or You, and You expressly allow SEP to automatically charge Your credit card on file for successive renewals. SEP may cancel this Agreement as to any purchaser or device at any time and if Super Easy Protection cancels the MPP, it will refund to You a prorated amount of the MPP only if there has not been a prior Covered Device repair during the current term; if there has been a repair to the Covered Device during the current term, no prorated refund shall be given. You may cancel the MPP at any time and receive back a prorated amount of the unused plan only if no Covered Device repair has been made during the then current term; if there has been a repair made under the MPP during the current term of the MPP, no prorated refund will be given for cancellation of the MPP by You.

WHAT IS COVERED: The MPP Basic Plan will include those items specifically listed under the Basic Plan definition. The MPP Platinum Plan in addition to the accessories listed in the definition, subject to other limitations in these Terms, will cover the repair or replacement of parts identified for the Covered Device for which the Platinum Plan has been purchased. Replacement parts, at Super Easy Protection's sole discretion may be either new, OEM, rebuilt or refurbished repair parts. The following list includes items which PCL will repair per device category under the Platinum Plan:

IPHONE COVERAGE: iPhone 5/5S/5C/5SE/6/6+/6S/6S+/7/7+ coverage includes repair or replacement of Front and Back Glass, Loud Speaker, USB Repair, Camera Repairs, Audio Jack, Vibrate, Volume controls, Antenna, battery and Power Button.

IPAD COVERAGE: iPad 2/3/4, iPad Air 1/2, iPad Mini 1/2/3/4 coverage includes repair or replacement of Front Glass, Front Glass LCD Combo, Power Ribbon, battery and USB port.

SAMSUNG GALAXY COVERAGE: Samsung Galaxy S4/S5/S6/S6Edge/S6Edge+/S7/S7Edge/S8, Note 3/4/5 coverage includes repair or replacement of Front and Back Glass, Loud Speaker, USB Repair, Camera Repairs, Audio Jack, Vibrate, Volume controls, Antenna, battery and Power Button.

LG COVERAGE: G3/G4/G5 coverage includes repair or replacement of Front and Back Glass, Loud Speaker, USB Repair, Camera Repairs, Audio Jack, Vibrate, Volume controls, Antenna, battery and Power Button.

Notwithstanding any description of components covered under the Platinum Plan, there is no coverage for any component damaged by water, or any component part of the Mobile Device's motherboard.

IMPORTANT NOTE RE: GLASS PROTECTION. A Platinum Plan glass replacement will only be covered IF THE CUSTOMER HAD A SCREEN PROTECTOR INSTALLED AT THE TIME OF THE SCREEN BREAK, and that same screen protector was in place at the time a covered device is presented for service. If the

Customer did not have a screen protector installed at the time of a glass break or if the Covered Device does not have the screen protector which was in place at the time of the glass break still attached when presented for coverage, the Platinum Plan will not cover the glass breakage. In the case of Platinum Plan front glass replacement you may purchase, at an additional cost, a protective clear shield at the time of repair, which, if you qualify for a subsequent glass repair under the Platinum Plan is required for subsequent glass coverage. However purchase and application of the shield is not covered under the Platinum Plan. If a Covered Device is unrepairable or destroyed and a replacement device is acquired, the Mobile Protection Plan is not transferable to the replacement device. However, You will have the option to purchase a new Mobile Protection Plan for the replacement device. The Mobile Protection Plan terminates if the Covered Device changes ownership during the term.

**MAKING A REPAIR CLAIM:** Once Your MPP has been purchased, to obtain service, please call or visit any PC Laptops location listed earlier in these Terms or visit [pclaptops.com](http://pclaptops.com) to begin the claims process. Please be prepared to show either an original or imaged copy of the receipt evidencing your eligibility for service under the MPP. For some newer and/or uncommon Covered Device models, certain uncommon parts may need to be ordered which may take up to 10 business days.

**PLACE OF SERVICE:** At Super Easy Protection's discretion, Your Covered Device will receive On-Site Service at any one of PC Laptops LLC Utah retail stores during normal business hours. PC Laptops LLC is the exclusive repair service provider under the MPP. A list of all PC Laptops retail locations is listed at [www.pclaptops.com](http://www.pclaptops.com) and is also printed herein. For best service, Super Easy Protection requests a scheduled appointment be made for all warranty repair services in advance. For shippable items You will be responsible for the safe packaging and delivery or shipment, prepaid and insured, of the Covered Device; if Super Easy Protection determines the item is in working condition or is not covered by an applicable Mobile Protection Plan, or if the problem with the Covered Device is not covered by the Mobile Protection Plan, You will be responsible for paying return shipping charges for Your Covered Device. If Super Easy Protection determines that it cannot repair the Covered Device Super Easy Protection may, but is not required to, assist customer in finding a replacement device for a fee based on the phone model, but this service is not a requirement or benefit under the MPP and may only be offered on a case by case basis.

**LIMITATION OF DAMAGES/LIMITATION OF LIABILITY:** SUPER EASY PROTECTION'S LIABILITY TO YOU IS LIMITED TO THE TOTAL AMOUNT YOU PAID FOR THE MOBILE PROTECTION PLAN. YOU AGREE THAT IF, IN SUPER EASY PROTECTION'S SOLE JUDGMENT A COVERED DEVICE CAN NOT BE PRACTICABLY REPAIRED, SUPER EASY PROTECTION MAY ELECT TO REFUND TO YOU THE PRORATED TERM COST OF THE MOBILE PROTECTION PLAN AND SHALL THEREAFTER BE RELEASED FROM LIABILITY, AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, SHIPPING, OR LOST DATA RESULTING FROM THE FAILURE OF ANY COVERED DEVICE OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY OR FAILURE TO RENDER SERVICE. SUPER EASY PROTECTION DOES NOT GUARANTY THAT ITS SERVICES WILL NOT VOID ANY COVERED DEVICE WARRANTY. YOU AGREE THAT YOU WILL NOT JOIN IN ANY CLASS ACTION LAWSUIT AGAINST ANY PARTY REFERENCED HEREIN RELATED TO THE MPP OR SERVICES RELATED THERETO. PC LAPTOPS LLC IS AN INTENDED BENEFICIARY OF THIS LIMITATION OF LIABILITY PROVISION

AND YOU AGREE TO THE FOREGOING LIMITATION OF DAMAGES/LIMITATION OF LIABILITY AGAINST PC LAPTOPS LLC ALSO.

DEDUCTIBLES: The following deductible fees apply to repair claims made under the Mobile Protection Platinum Plan and the following devices are the only devices which may be covered under the Platinum Plan. The following deductible fees will be paid at the completion of the repair by You at the time you pick up the Covered Device. The Covered Device will not be released to you without payment of the following deductible:

- **iPhone 7/7+ | \$75 total per claim**
- **iPhone 6/6+/6S | \$50 total per claim**
- **iPhone 6S+ | \$50 total per claim**
- **iPhone 5/5S/5C | \$50 total per claim**
- **iPad Mini / Mini 1/2/3 | \$50 total per claim**
- **iPad Mini 4 | \$75 total per claim**
- **iPad 2/3/4 | \$50 total per claim**
- **iPad Air | \$50 total per claim**
- **iPad Air 2 | \$75 total per claim**
- **Samsung Galaxy S4 | \$45 total per claim**
- **Samsung Galaxy S5 | \$90 total per claim**
- **Samsung Galaxy S6 | \$150 total per claim**
- **Samsung Galaxy S6 Edge | \$165 total per claim**
- **Samsung Galaxy S7 | \$160 total per claim**
- **Samsung Galaxy S6 Edge + | \$225 total per claim**
- **Samsung Galaxy S7 Edge | \$225 total per claim**
- **Samsung Galaxy S8 | \$225 total per claim**
- **Samsung Note 3 | \$110 total per claim**
- **Samsung Note 4 | \$140 total per claim**
- **Samsung Note 5 | \$170 total per claim**
- **LG G3 | \$50 total per claim**
- **LG G4 | \$50 total per claim**

• **LG G5 | \$60 total per claim**

If a Covered Device is repaired under the MPP, and You do not pay the Deductible or pick up the Covered Device, and the Covered Device stays in the possession of PCL for 45 days, Super Easy Protection may sell or otherwise dispose of the Covered Device with no further liability to You.

**DAMAGES COVERED:** Coverage begins on same day Your MPP is purchased. There are different deductibles for each type of Covered Device and claims made and described in the DEDUCTIBLES section of this agreement. The MPP Platinum Plan does not provide protection against tampering and viruses associated with handling and use of the Covered Device and/or other damage that does not affect unit functionality, or damage caused or loss during shipment between You and Super Easy Protection. Any and all protective coverings and accessories must be removed from Your Covered Device prior to delivery of Your Covered Device to an authorized service location. Under the Platinum Plan Your Covered Device's coverage is good for two repairs per yearly term. Jail-broken phones are covered under this MPP long as Super Easy Protection can access the software to run its diagnostics. If software prevents access to the parts and/or testing the repair, the Covered Device will be returned to You, unrepaired. If a Covered Device is determined by Super Easy Protection to be unrepairable, Super Easy Protection may provide You with other alternatives to purchase or replace Your device but such efforts are not required by the MPP.

**WHAT IS NOT COVERED:**

A. ANY COVERED DEVICE FRAUDULENTLY DESCRIBED OR MISREPRESENTED BY THE PURCHASER;

B. UNDENIFIABLE COVERED DEVICES WHERE SERIAL NUMBER HAS BEEN TAMPERED WITH OR IS MISSING;

C. ACCESSORIES LIKE COVERS, HEADPHONES, PROTECTIVE SHIELDS OR GLASS COVERING AND OTHER PARTS NOT CONSIDERED ORIGINAL HARDWARE;

D. SOFTWARE ISSUES RELATED TO ANY COVERED DEVICE;

E. INTENTIONAL DAMAGE OR UNREASONABLE ABUSE OR NEGLECT.

F. NOT IN LIMITATION OF ANY OTHER CANCELLATION PROVISION HEREIN, PCL MAY CANCEL YOUR MPP AT ANY TIME AT PCL'S OPTION ON THE BASIS OF NON-PAYMENT, FRAUD, MISREPRESENTATION, DEFACED SERIAL NUMBER, OR SUBSTANTIAL CHANGE OF RISK.

G. **DATA DESTRUCTION:** Notwithstanding anything else herein, neither Super Easy Protection LLC nor PC Laptops LLC is responsible or liable for the loss of Customer data on any Covered Device. Customer **MUST ASSUME** that if a Covered Device is brought in for service, that there is a significant chance that data on the Covered Device may be lost during a repair service, and both entities named in this

paragraph strenuously advise that Customer, upon purchasing an MPP immediately engage in systematic backups of Customer data on a Covered Device.

H. LIMITATION OF REPAIRS: Only two repairs per coverage period are covered under the Platinum Plan. Additional claims are not covered.

**DISPUTE RESOLUTION, DISPUTE MUST BE RESOLVED BY ARBITRATION: Please read this section carefully. If you do not reject it, this section will apply to Your account, and most disputes between You and SEP and PC Laptops LLC, which is an intended beneficiary of all dispute resolution provisions in these Terms including those in this and the following four paragraphs. This means that: (1) Neither a court nor a jury will resolve any such dispute; (2) You will not be able to participate in a class action or similar proceeding; (3) Less information will be available; and (4) appeal rights will be limited.**

**What claims are subject to arbitration: (1) If either You or SEP makes a demand for arbitration, you and we must arbitrate any dispute or claim between you and SEP, our affiliates, agents, and/or dealers/merchants/retailers if it relates to your MPP except as noted below. (2) We will not require You to arbitrate: (i) any individual case in a Utah small claims court, so long as it remains an individual case in that court; or (ii) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, SEP may require You to arbitrate those claims. (iii) Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the class action limitations herein). However, any dispute or argument that concerns the validity or enforceability of any portion of these Terms as a whole is for the arbitrator, not a court, to decide.**

**NO CLASS ACTIONS: You agree not to participate in a class action lawsuit in a court or in arbitration against us, or in a representative or private attorney generalized action against us in court or arbitration. Also, You shall not bring claims against us on behalf of any other MPP holder.**

**HOW TO START AN ARBITRATION: (1) The party wishing to arbitrate must notify the other party in writing; for notice to SEP written notice sent by Registered Mail must be sent to: Super Easy Protection, 145 West 7200 South, Midvale, Utah 84047. The Arbitration Administrator must be the American Arbitration Association (“AAA”) 120 Broadway, Floor 21, New York, NY 10271. If AAA cannot arbitrate the dispute, the parties must agree on a different Arbitrator and process. (2) If a party files a lawsuit in court asserting claims that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claims to commence the arbitration proceeding. (3) The Arbitration Administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer or retired Judge with at least 10 years of legal experience. Once appointed, the arbitrator must apply Utah’s law and legal principals, but may use any procedural rules which may or may not mirror the Utah or Federal Rules of Civil Procedure, but in any arbitration, the arbitrator is required to use resolution means which reasonably conform to the size of the dispute. (4) the arbitration will take place by phone or at a reasonably convenient location in Salt Lake County, Utah. If any court filing is necessary, exclusive jurisdiction and exclusive venue shall be in the Third District Court, in and for Salt Lake County, Utah (or any small claims court in Salt Lake County). The prevailing party in any arbitration**

**will be entitled to collect its attorney fees and costs from the non-prevailing party. Any issue ruled on by the arbitrator will be final and binding and any court may enter judgment upon the arbitrator's award.**

**HOW TO REJECT THE DISPUTE RESOLUTION SECTION: You may reject the sections of these Terms beginning with "Dispute Resolution, Dispute Must Be Resolved By Arbitration", and including subsequent paragraphs titled "What Claims are Subject to Arbitration", "No Class Actions", and "How To Start An Arbitration", and then only a court may be used to resolve any dispute or claim. To reject the sections itemized in this paragraph, You must send SEP a written notice by REGISTERED MAIL to "Super Easy Protection DISPUTE RESOLUTION" 145 West 7200 South, Midvale, Utah 84047, within 30 days after you purchase Your MPP indicating your name and information sufficient to identify your MPP, and a specific statement saying "I REJECT THE DISPUTE RESOLUTION PROVISIONS IN THE TERMS AND CONDITIONS", but such notice must be received by SEP at least 30 days prior the date of occurrence of any claim you allege has arisen under the MPP or these Terms, meaning that you cannot reject the foregoing dispute resolution provisions after the date that you allege any cause of action which would otherwise require arbitration has occurred. SEP reserves the right to immediately cancel the MPP if you reject the foregoing Dispute Resolution sections of these Terms and give You a prorated refund. If SEP cancels Your MPP pursuant to this section, you agree to immediately return to SEP any cases, chargers, or other promotional items procured at the start of the MPP, contemporaneous with the refund.**

Notwithstanding the foregoing, if You believe Your MPP service was not performed consistent with your expectations, please contact SEP; it is SEP's object to give excellent service to every customer.

ELECTRONIC ACCEPTANCE: You may have an opportunity or be required to accept these Terms electronically. Upon electronic acceptance, an electronic copy of these Terms will be sent to You at the email address referenced herein. The parties agree that electronic acceptance of these Terms has the same force and viability as if these Terms were printed on paper and signed by the parties in person.

PRIVACY POLICY: SEP may collect personal data from You for purposes of registering Your participation under the MPP, filing claims, providing service under the MPP, registering products, automatically rebilling and renewing yearly subscriptions, etc. That personal information may include any information you have given to SEP, including Your name, phone number, email address, username, password, claim ID, any details provided by You explaining Covered Device damage, address, credit card information, shipping address, etc. If You do submit such personal information, SEP may share this information with its affiliates, subsidiaries, and partners, and with other third parties, to provide You with information about products and services that may be of interest to You. SEP may disclose any personal information if SEP believes that such disclosure is reasonably necessary to (i) Comply with the law and/or legal process; (ii) Protect and defend SEP's rights and/or property or the rights and property of others; (iii) Enforce these Terms; (iv) Respond to claims that the content of a communication violates the rights of another. The MPP is not directed to persons under 13 years of age, and SEP does not knowingly collect personal information from children under 13. If You become aware that Your child is accessing the MPP and your personal information without Your consent, please contact SEP immediately. Information submitted or accessed via the Internet, including through a web page or e-mail is subject to interception or incorrect



routing, and the internet is not a fully secure communications channel. While SEP follows generally accepted industry standards to protect the information submitted by You, no method of transmission over the internet, or method of electronic storage is 100 percent secure. Therefore SEP cannot guarantee the absolute security of any personal information. If You do not want this information shared as described herein, please send a written request to: Super Easy Protection LLC, "ATTN: PRIVACY POLICY", 145 West 7200 South, Midvale, Utah 84047 indicating Your preference for use of Your personal information if different than in these Terms.

10 DAY ABSOLUTELY NO QUESTIONS ASKED CANCELLATION AND REFUND POLICY. Provided that You have not made a service claim under the MPP, You may cancel this Agreement within 10 days of the date of your signature below, FOR ANY REASON, and receive a NO QUESTIONS ASKED FULL REFUND of the amount you paid for the MPP provided that you first return the chargers/cases/screen protector you received, in their original packaging, when you purchased the MPP.

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Customer Name (print then sign)

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Date

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Address

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Phone Number

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Email

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Covered Device Identification