



## **Membership Agreement (Terms and Conditions)**

In this Membership Agreement (“MA”), the terms “We,” “Us,” and “Our” individually and collectively refer to Smart Tech Insurance, a dba of The Bernstein Firm LLC. The terms “You” and “Your” refer to the purchaser of this MA. “Covered Product” means the eligible device owned by You and actively registered with Us. This Membership Agreement should not be mistaken for an insurance policy. Under the terms of this MA, We charge a discounted fee for repair or provide a replacement device at a discounted rate. Please reference Section 13 for more information.

### **1. SERVICES PROVIDED**

#### **a. Hardware Support**

Subject to the terms and conditions of this MA, if the Covered Product(s) under this MA fails to operate properly due to defects in materials or workmanship, mechanical or electrical failure, battery failure (meaning the capacity of the Covered Product’s battery to hold an electrical charge has depleted fifty percent (50%) or more from its original specification), We will repair the Covered Product. In the event the Covered Product is determined to be damaged beyond repair by Us, We will replace the device under the guidelines of Section 3 and You will be subject to the replacement cost outlined in Section 4.

#### **b. Accidental Damage Support**

Subject to the terms and conditions of this MA, if the Covered Product(s) under this MA fails to operate properly due to Accidental Damage and Handling, We will repair the Covered Product. In the event the Covered Product is determined to be damaged beyond repair by Us, We will replace the device under the guidelines of Section 3 and You will be subject to the replacement cost outlined in Section 4.

Accidental Damage and Handling is defined as a non-purposeful act that causes damage to Your Covered Product that hinders the Covered Product from performing as intended by the manufacturer. Accidental Damage and Handling support includes repairs such as cracked LCD and digitizer screens, liquid damage from any liquid including full submersion, button damage, damage resulting from dropped devices, fire, flood, lightning, and other acts of nature. This list of Accidental Damage and Handling Coverage is for example purpose and is not meant to be a full list. If the Covered Product is damaged and the cause is described in the Accidental Damage and Handling definition, it is considered Accidental Damage and Handling. Accidental Damage repairs may be executed with OEM or non OEM parts at Our option.

#### **c. Device Replacement Support**

Subject to the terms and conditions of this MA, if the Covered Product is lost or stolen, We will replace the device at a discount off retail pricing under the guidelines of Section 3. Devices that are lost within the first 45 days of enrollment are not covered. Devices that are stolen with a Police Report will be covered on the first day of coverage. Mysterious disappearance is not covered under this MA.

Mysterious disappearance is defined as loss of property that cannot be identified. All lost and theft reports will require a signed statement from the person making the report as well as a Police Report. We reserve the right to request any other documentation that We consider pertinent to your incident. If you subscribed to a Membership plan that does not include loss or theft, this MA will not cover Your device.



#### **d. Number of Support Incidents**

This MA does not limit (i) the number of support incidents you can make during a covered period, (ii) the number of support incidents you can make on a specific device during a covered period, nor (iii) the total number of support incidents on any specific device to a specific dollar amount during a covered period.

#### **e. Reporting Support Incidents**

To report a Membership incident as described above, You must: Call 1-877-307-6777 or report a support incident online at [www.smarttechins.com](http://www.smarttechins.com) within 10 days of the date your Covered Product fails to operate. Covered Products that are lost or stolen must be reported within 3 days of the incident. You will receive repair or replacement authorization.

#### **f. Repair Authorization**

If you receive repair authorization, a shipping label will be emailed to You to send Your Covered Product in for repair. We pay for the shipping of the device From You to Us and From Us to You through one of our preferred couriers; USPS, UPS, or FedEx. You are responsible for securely packaging the Covered Product for shipment to Us. Please note boxes and accessories may not be returned due to shipping constraints. We recommend not to send anything other than the device. We are not responsible for devices that are lost or damaged in transit.

- a) Accidental Damage Support repairs come with a 30 day warranty against manufacturer defects and defects in workmanship. Warranty requests will be evaluated by Us. If it is determined the result of the issue is not due to a manufacturer defect, You will be charged an Accidental Damage Support fee. Devices received without a passcode are unable to be tested before shipping back. Devices that are unable to be tested do not have a warranty and will be subject to an additional Accidental Damage Support Fees if the device needs to be shipped back to Us for any reason.
- b) Due to the unpredictable nature of liquid damage, devices that are repaired and have signs of liquid damage have no warranty. The device will be tested to ensure full functionality prior to shipping. Should the device not have full functionality the device may be replaced and subject to the Device Replacement Support fee which also extends to any device that is determined to be damaged beyond repair by Us.
- c) Some circumstances require an extended repair time (i.e. motherboard soldering, chip soldering) in which you will be notified. These repairs may take up to 21 days to be completed and shipped back to You.

#### **g. Replacement Authorization**

If you receive replacement authorization for lost or theft, a statement affidavit will be emailed to you and is to be filled out by the individual making the request. A police report and other documentation may also be required. The document(s) is to be sent back to Us via email ([info@smarttechins.com](mailto:info@smarttechins.com)) or fax (800-806-1335). The device must be blacklisted in order to be replaced. The Support department will review your documentation and (i) request further information or documentation, (ii) approve your support request, or (iii) deny your support request.

- a) Devices that are replaced have a 90 day warranty against manufacturer defects.



#### **h. Manufacturers Recall or Warranty**

Parts and services covered under manufacturers' recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this MA.

#### **i) Payment Timeframes**

Payments for Accidental Damage Support Requests and Device Replacement Support Requests must be received within 10 days of repair or replacement authorization. If payments are not received within this timeframe, the support request will be closed and not eligible to be re opened.

### **2. ELIGIBILITY.**

Devices that are new and previously owned are eligible to be serviced under this MA.

### **3. REPLACEMENT PRODUCTS.**

In the event your Covered Product has to be replaced and the identical product is no longer available or not available at that time, We will replace it with a product of comparable functionality. Once the product becomes available, We will replace the substituted product with the original product. In all cases, We will determine product comparability including functionality at Our sole discretion. The substituted Product will be the same brand and model line as the Covered Product (e.g., an Apple iPad will be substituted for another model Apple iPad if your Covered Model is Unavailable). Technological advances and product availability may result in a replacement product with a lower selling price than the original product. Any replacement product may be either new or refurbished, at Our option.

### **4. MEMBERSHIP FEES**

**a)** Membership Fee is based on the plan that You chose during enrollment. If You have any questions regarding Your Membership Fees, please contact Us at 1-877-307-6777.

**b)** Accidental Damage Support Fees vary based on the plan that You chose during enrollment. If You have any questions regarding Your fees, please contact Us at 1-877-307-6777. Please note that if a device is deemed damaged beyond repair and You do not wish to have the device replaced, the Accidental Damage Support Fee is non refundable.

**c)** Device Replacement Support Fees vary based on the model of your device and the plan You chose during enrollment. The most up to date Replacement Fees can be obtained by calling 1-877-307-6777.

### **5. PREVENTATIVE MAINTENANCE.**

You have no obligation under this MA to perform preventative maintenance on the Covered Product.

### **6. LIMITATIONS OF SUPPORT.**

This MA does not cover the following:

- a) Damage, loss, theft or other product failure caused by negligence or abuse.
- b) Mysterious disappearance
- c) Lost devices within 45 days of enrollment
- d) Non-functional parts or defects, such as cosmetic defects. (i.e. back glass on device, scratches)
- e) Preventative maintenance.
- f) Battery chargers and car kits.
- g) Data lost, corrupted, damaged or otherwise unusable.



- h) Accessories that are non-essential to the function of the product.
- i) Software including, but not limited to, personalized data, or customized software, such as Personal information managers (PIMs), games, or screen savers.
- i) Devices lost or damaged while in transit to Us or From Us.
- j) Devices that are Damaged, Lost or Stolen outside of the 50 United States. (including US Territories)

## **7. TERM AND RENEWAL.**

This MA will take effect 72 hours after receiving this MA. This timeframe is our verification period. We will verify the information you provided during Your enrollment. We will contact You with any questions during this time. No party is obligated to renew this MA. Prices, conditions, and limitations of this MA may change at anytime and We will advise You of any changes 30 days prior. By purchasing this MA, You agree that You may be called or sent written information regarding renewals.

## **8. TRANSFERABILITY.**

This MA is transferable to another device as long as one device is removed while the other device is added to the MA account. Replacement products will be automatically added in place of the original Covered Product. There may be a difference in fees from one Covered Product to another.

## **9. TERMINATION AND REFUNDS.**

You or Us may terminate this MA at any time for any reason by contacting Us online at: [info@smarttechins.com](mailto:info@smarttechins.com) or writing to: Cancellation Department, PO Box 950095, Lake Mary, FL 32795. If You or We terminate this contract within 30 days of the date purchased and no coverage has been provided as set forth in Section 1, You will receive a full refund of the MA purchase price. If coverage was provided within 30 days of the date purchased, You will receive a refund less the retail value of any Damage or Replacement Support services received. If this MA is terminated after 30 days of the date purchased and no coverage has been provided as set forth in Section 1, We will refund the purchase price allocable to the remainder of the term of this MA, prorated on a monthly basis. If this MA is terminated after 30 days of the date purchased and coverage has been provided as set forth in Section 1, You will not be eligible to receive a refund.

## **10. LIMITATION OF LIABILITY.**

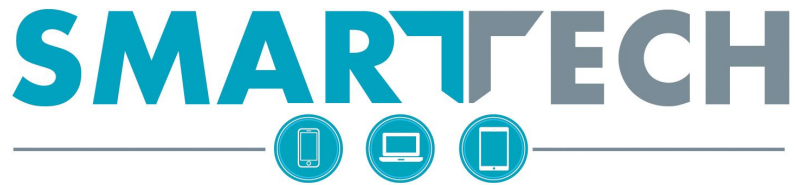
NEITHER THE BERNSTEIN FIRM LLC, OR ANY OF ITS AFFILIATES AND SUBSIDIARIES, OR ANY OF THEIR CONTRACTORS AND LICENSEES ARE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME OR DATA, LOSS OF USE OF A COVERED PRODUCT, OR ANY OTHER DAMAGES RESULTING FROM BREAKDOWN OR FAILURE OF A COVERED PRODUCT, OR FROM DELAYS IN REPLACEMENT OR REPAIR OF A COVERED PRODUCT.

## **11. ADMINISTRATOR.**

THE BERNSTEIN FIRM LLC, PO Box 950095, Lake Mary, FL 32795, phone 1-877-307-6777. You understand and agree that the MA is an agreement between You and Us.

## **12. DISPUTE RESOLUTION.**

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, or other intentional tort, property, and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the



relationships that result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this dispute resolution provision, or (3) the validity, scope, or enforceability of this dispute resolution provision or the entire Agreement (“Claim”) shall be resolved, on an individual basis without resort to any form of class action. (Notwithstanding the Dispute Resolution provision of this MA, you may, at your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting a Dispute Resolution.) All Dispute Resolution shall be administered by a third party in accordance with its Wireless Industry Rules and Procedures in effect at the time the claim is filed.

### **13. MEMBERSHIP INFORMATION**

This MA is not an insurance policy nor is it an extended warranty. It is a membership. The terms “insure,” “insurance,” and other similar terms are used as marketing terms only. By definition, insurance is coverage by contract in which one party agrees to indemnify or reimburse another for loss that occurs under the terms of a contract. By definition, warranty is a written guarantee given to the purchaser of a product by the manufacturer or dealer, usually specifying that the manufacturer will make any repair or replace defective parts free of charge for a period of time. In the case of either a repaired or replaced Covered Product, We do not indemnify or reimburse You, nor do We provide any service free of charge. We will either repair or replace Your Covered Product at a discounted rate based on your membership level, which in both cases you will pay Us a fee outlined in this MA

