

**Extended Service Coverage Program  
Coverage For Manufacturer's Defect and Mechanical Breakdown  
After Expiration of the Standard Warranty**

In this Extended Service Coverage Program (hereinafter referred to as "Contract"), the terms "We," "Us," "Our" and "Obligor" individually and collectively refer to: (1) Asurion Warranty Protection Services, LLC if purchased in AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MA, MD, MI, MN, MO, MS, MT, NC, NE, NV, NH, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY and any other state required by law; (2) Asurion Warranty Protection Services of Florida, LLC., if purchased in Florida, or (3) Centennial Wireless in any state required by law. The terms "You" and "Your" refer to the purchaser of this Contract. Your Centennial Wireless telephone number for the Covered Product is Your Contract number.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION REQUIREMENT. PLEASE SEE SECTION 14.  
SEE SECTION 16 FOR SPECIAL STATE VARIATIONS AND DISCLAIMERS.**

**1. COVERAGE.**

Subject to the terms and conditions of this Contract, if the Covered Product under this Contract fails to operate properly due to defects in materials or workmanship, normal wear and tear, accidental damage due to handling or power surges during the time this Contract is in effect, We will replace the Covered Product. **We will not provide repair service under this Contract, only product replacement. All products replaced under this Contract shall become the property of the Obligor.**

In order to obtain the coverage specified above, You must:

- a) call 1-800-600-3634 or go to your nearest Centennial Wireless location within 60 days of the date Your Covered Product first fails to operate and receive replacement authorization; and
- b) return the original Covered Product as directed within 15 days from the date that replacement authorization is issued.

Parts and service covered under any manufacturer's recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this Contract. Purchase of this Contract is not required in order to purchase or obtain financing for the Covered Product.

**2. DEFINITIONS.**

"Centennial Wireless" refers to Centennial Cellular the seller of this contract, located at 3349 Route 138, Building A, Wall, NJ 07719. "Asurion" refers to Asurion Warranty Protection Services, LLC. and Asurion Warranty Protection Services of Florida, LLC located at P.O. Box 411605, Kansas City, MO 64141-1605. "Covered Product" means the eligible wireless communications device owned by You and actively registered on the wireless communication service provider's network and for which outgoing airtime has been logged. The Electronic Serial Number (ESN), Mobile Equipment ID (MEID), International Mobile Equipment Identity (IMEI) or any other unique identifier of the wireless communications device associated with Your account in the records of the wireless communications service provider at the time Your coverage initially becomes effective and for which outgoing airtime has been logged indicates the wireless communications device to be considered covered property unless You have logged outgoing airtime on a different wireless communication device in which case the covered property is the wireless communication device 1) for which airtime usage has been logged by Your wireless communications service provider immediately prior to the time of loss; and 2) for which You have provided Us proof of ownership.

**3. ELIGIBILITY.**

Only wireless communications devices that We have designated as eligible for coverage under the Contract are eligible to become Covered Product.

**4. ANNUAL SERVICE LIMIT.**

Beginning on the date coverage begins, the Contract will cover up to, but no more than, two (2) replacements per subscriber in any 12-month period.

**5. REPLACEMENT PRODUCTS.**

If the identical Covered Product is no longer available, We will replace it with a product of like, kind and quality. In all cases, We will determine product comparability including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. A replacement product may be either new or refurbished, at Our option. Non-original manufacturer parts may be used in refurbished products.

**6. PAYMENT, FEES AND IDENTITY OF SERVICE CONTRACT SELLER.**

a) **Payment.** Your monthly cost for this Contract will be shown on Your monthly bill ("Bill") from Centennial Wireless. You agree to pay the amount shown on Your monthly Bill for wireless service each month when invoiced by Centennial Wireless on the same terms and conditions as set forth under Your Centennial Wireless subscriber agreement.

b) **Required Deductible/Processing Fee Per Replacement.** A \$49 non-refundable deductible/processing fee will apply to each product replaced pursuant to this Contract. You agree to pay the deductible/processing fee to Us prior to the replacement of the covered property.

- c) **Failure to Return Equipment/Non-return Charge.** Covered Product approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your replacement product. You must return the Covered Product as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Product that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.**
- d) **Identity of Service Contract Seller.** Your service contract seller is the entity that sold You this Contract, as named on the sales receipt or confirmation of enrollment.

**7. PREVENTATIVE MAINTENANCE.**

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

**8. LIMITATIONS OF COVERAGE.**

This Contract does not cover the following:

- a) Products owned or operated outside any state or territory of the United States, the District of Columbia or Canada.
- b) Any defects that existed prior to the purchase of this Contract.
- c) Products used for rental purposes.
- d) Damage or other product failure due to causes beyond the Obligor's control such as abuse, loss, theft, fire, flood, wind, lightning, freezing, , unusual atmospheric conditions and similar fortuitous events.
- e) Non-functional parts or defects, such as cosmetic defects, trim parts, etc.
- f) Preventative maintenance.
- g) Batteries, chargers, and car kits.
- h) Data lost, corrupted, damaged or otherwise unusable.
- i) Accessories that are non-essential to the functioning of the product.
- j) Software including, but not limited to, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.
- k) Incidental or consequential damages.

**9. TERM AND RENEWAL.**

This Contract will take effect immediately on the date on which charges are first applied as indicated on Your Bill (the "Issue Date") and the Obligor will provide the coverage described in Section 1 for a period of 30 days thereafter.

An outbound billable call from the product covered under this Contract is required after the Issue Date for the Covered Product to be eligible for replacement in the event of a covered failure.

You understand and agree that this Contract will be automatically renewed for successive 30-day periods on a continuous basis for up to a total of 12-months unless You or We terminate this Contract pursuant to Section 11. No party is obligated to renew this Contract. Prices, conditions and limitations of this Contract may change upon renewal and We will advise You of any changes 30 days prior to the Contract's renewal. By purchasing this Contract, You agree that You may be called or sent written information regarding renewals and upgrade plans.

**10. TRANSFERABILITY.**

This Contract is nontransferable by You.

**11. TERMINATION AND REFUNDS.**

You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 110656, Nashville, TN 37222. We may terminate this Contract immediately for any reason by notifying You in writing. If the Obligor or You 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 Contract purchase price. If coverage was provided within 30 days of the date purchased, You will receive a refund less the value of any replacement services received. If this Contract is terminated after 30 days of the date purchased, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis, less the value of any replacement product or services received. For residents of Alabama, Arkansas, California, Hawaii, Maryland, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within 30 days of cancellation shall include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with Centennial Wireless for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

**12. LIMITATION OF LIABILITY.**

NEITHER ASURION WARRANTY PROTECTION SERVICES, LLC, ASURION WARRANTY PROTECTION SERVICES OF FLORIDA, INC., NOR CENTENNIAL WIRELESS AND ITS AFFILIATES AND SUBSIDIARIES OR ANY OF THEIR CONTRACTORS OR 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 THE BREAKDOWN OR FAILURE OF A COVERED PRODUCT, OR FROM DELAYS IN REPLACEMENT OF A COVERED PRODUCT.

**13. ADMINISTRATOR.**

The administrator of this Contract is Asurion Warranty Protection Services, LLC., P.O. Box 411605, Kansas City, MO 64141-1605, phone: 1-800-600-3634 (in Florida, the administrator of this Contract is Asurion Warranty Protection Services of Florida, LLC, P.O. Box 411605, Kansas City, MO 64141-1605, phone 1-800-600-3634). You understand and agree that the Contract is an agreement between You and the Obligor. When the administrator and the Obligor differ, You further understand and agree that the administrator has no liability pursuant to the Contract or to You, other than submitting the payment and necessary paperwork relating to this Contract.

**14. ARBITRATION.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION.**

Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which 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 arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement ("Claim") shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling 1-800-778-7879, or by visiting AAA's Web site at [www.adr.org](http://www.adr.org). Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

**15. INSURANCE COVERAGE.**

This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by The Continental Insurance Company, CNA Plaza, Chicago, Illinois 60685. If We fail to act on Your claim within 60 days, You may contact The Continental Insurance Company directly at 1-800-831-4262.

**16. STATE VARIATIONS**

**ARIZONA CUSTOMERS:**

We will not cancel or void this Contract due to preexisting conditions, prior use or unlawful acts relating to the Covered Product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

**ARKANSAS CUSTOMERS:**

If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Centennial Wireless, or a substantial breach of duties by You relating to the Centennial Wireless service or its use.

**CALIFORNIA CUSTOMERS:**

This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined in the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, Suite A, North Highlands, California 95660, or you may visit their website at [www.Bear.ca.gov](http://www.Bear.ca.gov).

**CONNECTICUT CUSTOMERS:**

In lieu of the Dispute Resolution provision above, You may, if You purchased this Contract in Connecticut, pursue arbitration to settle disputes between You and the Obligor of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Covered Product and cost of repair, and include a copy of this Contract.

**FLORIDA CUSTOMERS:**

With respect to Florida residents, the Arbitration provision of this Contract is amended to provide that the Arbitrator's decision and award shall be non-binding on You and on Us. No suit shall be commenced in a federal, state, or local court until such time as both You and We first address our disagreement in an arbitration proceeding pursuant to the Arbitration provision in this Contract. In the event that We terminate this Contract, We will refund 100 percent of the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis.

**GEORGIA CUSTOMERS:**

You and We understand and agree that any claim must first be submitted to non-binding arbitration pursuant to procedures set forth in Section 14 of this Contract. Any suit brought will be subject to a stay of the proceeding pending arbitration. Should the attempt to resolve the claim through arbitration prove unsuccessful, then You or We will have the right to submit a claim to a court in the county in which You reside. If this contract is terminated prior to its expiration, We will not deduct claims paid from any refund owed. We may only terminate this Contract before the end of the monthly contract term on the grounds of nonpayment, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection 6.c. of the Limitations of Coverage section of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract.

**MONTANA CUSTOMERS:**

If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Centennial Wireless, or a substantial breach of duties by You relating to the Centennial Wireless service or its use.

**NEVADA CUSTOMERS:**

If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the Issue Date of this Contract which substantially and materially increases the service required under this Contract; or 5) any material change in the nature or extent of the required service occurs after the Issue Date of this Contract and causes the required service to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund.

**NEW HAMPSHIRE CUSTOMERS:**

Contact Us at 1-800-600-3634 with questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

**NEW JERSEY CUSTOMERS:**

If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Centennial Wireless, or a substantial breach of duties by You relating to the Centennial Wireless service or its use.

**NEW MEXICO CUSTOMERS:**

This Contract may not be terminated before the end of the monthly Contract term without providing You with written notice at least 15 days prior to the effective date of termination. No Contract that has been in effect for at least 70 days may be terminated by the Obligor before the expiration of the agreed term or 1 year after the Issue Date of the Contract, whichever occurs first, except on the following grounds: (a) failure by the holder to pay an amount due; (b) conviction of the holder of a crime which results in an increase in the service required; (c) discovery of fraud or material misrepresentation by the holder in obtaining the Contract, or in presenting a claim for service thereunder; (d) discovery of: (1) an act or omission by the holder; or (2) a violation by the holder of any condition of the Contract, which occurred after the Issue Date of the Contract and which substantially and materially increases the service required under the Contract; or (e) a material change in the nature or extent of the required service which occurs after the Issue Date of the Contract and which causes the required service to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If this Contract is terminated by the Obligor You will not be charged a termination fee. If this Contract is terminated prior to its expiration, no deductions for prior replacement services will be made to Your refund.

**NORTH CAROLINA CUSTOMERS:**

You understand that the purchase of this Contract is not required to purchase or to obtain financing for the property covered. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

**OKLAHOMA CUSTOMERS:**

Section 11. Termination and Refunds is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, P.O. Box 411605, Kansas City, MO 64141-1605. In the event this Contract is terminated by You, return of the purchase price will be based upon 90% of the unearned pro rata monthly charge. In the event the Contract is canceled by the Obligor, return of the purchase price will be based upon 100% of unearned pro rata monthly charge. **THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY.** Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless communications service with Centennial Wireless for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

**SOUTH CAROLINA CUSTOMERS:**

Any questions concerning the regulation of Us under this Contract or any unresolved complaints (within 60 days of proof of loss) may be directed to the South Carolina Department of Insurance – P.O. Box 100105 Columbia, South Carolina 29202-3105 or (800) 768-3467.

**TEXAS CUSTOMERS:**

Any questions concerning the regulation of Us under this Contract or any unresolved complaints may be directed to the Texas Department of Licensing and Regulations— P.O. Box 12157 Austin, Texas 78711 or (512) 463-6599.

**WASHINGTON CUSTOMERS:**

If the Obligor fails to pay or provide service on a claim after proof of loss has been filed, You are entitled to make a claim directly against The Continental Insurance Company, CNA Plaza, Chicago, Illinois 60685 1-800-831-4262 under the The Continental Insurance Company policy and are not required to wait 60 days.

**WEST VIRGINIA CUSTOMERS:**

This Contract is not an insurance policy and is not regulated by the Department of Insurance for the State of West Virginia.

**WISCONSIN CUSTOMERS:**

**THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** There is no administrator for this Contract in Wisconsin. If this Contract is terminated prior to its expiration, no deductions will be made to Your refund. Section 14 of this Contract regarding arbitration is deleted. You may, however, at Your option, request us to arbitrate Your claim pursuant to the procedures set forth in Section 14.

**WYOMING CUSTOMERS:**

If we cancel this Contract, we will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by you to Us or Centennial Wireless, or a substantial breach of duties by you relating to the Centennial Wireless service or its use. The Arbitration provision in this Contract is replaced with the following: All disagreements and disputes between You and Asurion or Centennial Wireless, of every kind, if not resolved by negotiations, shall be resolved by individual arbitration pursuant to the Wyoming Uniform Arbitration Act.