

**Limited Warranty for
"The Cellairis Bundle"
K-12 Program**

WHAT IS THIS DOCUMENT: All Cellairis branded product comes with a limited warranty and for more information about the terms and conditions of that warranty please visit <https://www.cellairis.com/return-policy>. This document describes the terms and conditions for the Limited Warranty that You will receive when You purchase The Cellairis Bundle, have The Cellairis Bundle installed onto Your Device, and provide Us the type of Device and IMEI number. You must keep this document and Your receipt for The Cellairis Bundle, as they may be necessary in order to receive services under this Limited Warranty.

OTHER VERY IMPORTANT INFORMATION: You must maintain the Device as recommended by the manufacturer's owner's manual or product warranty. This document does not replace the manufacturer's warranty for Your Device. Repair of the Device under this document may void the manufacturer's warranty.

DEFINITIONS OF WORDS OR PHRASES USED IN THIS DOCUMENT:

(1) "We", "Us" and "Our" means Global Cellular, Inc., located at 6485 Shiloh Road, Building B-100, Alpharetta, Georgia 30005, which is the company that manufactures the products that are included within The Cellairis Bundle and is providing this Limited Warranty.

(2) "You" and "Your" mean the original purchaser of The Cellairis Bundle installed on the Device or any persons to whom the Device was transferred to during the term of the Limited Warranty.

(3) "Device" means any Apple wireless devices for which The Cellairis Bundle is sold, provided the device is registered with Us within 60 days of buying The Cellairis Bundle.

(4) "Accidental Device Damage" means damage that occurs to the Device during normal use resulting from failure of The Cellairis Bundle to protect the Device. Accidental Device Damage does not mean water damage, as that is NOT covered by our Limited Warranty, and there are other events and examples of what is not covered below (See the section on "What Is Not Covered").

TIME TO TALK ABOUT WHAT THIS PROGRAM IS ALL ABOUT

WHAT MAKES UP THE CELLAIRIS BUNDLE: "The Cellairis Bundle" means the Rapture® Case and Shell Shock® Screen Protector purchased for Your Device from an independently owned and operated approved distributor that is authorized to sell The Cellairis Bundle.

ONCE I REGISTER THE CELLAIRIS BUNDLE HOW LONG IS THE LIMITED WARRANTY? The "Term" of the Limited Warranty is for 3 years from the agreed upon start date. In the event Your Device is being serviced by an authorized service center when the 3 year period expires, then do not worry, the term will be extended to cover the repair.

HOW DOES THE LIMITED WARRANTY WORK? After You purchase The Cellairis Bundle, You will need to deliver to Us an affidavit that the Device is in working order (because we cannot guarantee The Cellairis Bundle will work if Your Device is broken to begin with).

WHAT IF MY DEVICE IS BROKEN? If Your Device is not in full working order, then the Device would have to be repaired first so that it is in full working condition. Once the Device is working, You can then qualify for The Cellairis Bundle.

WHAT HAPPENS IF MY DEVICE BREAKS? Here is the good news and why You purchased The Cellairis Bundle! Once You have installed The Cellairis Bundle and provided Us the affidavit, if Accidental Device Damage occurs during the term of this Limited Warranty, then an authorized retailer will repair or replace the Device as provided in this Limited Warranty at no cost to You! We will also replace, at no cost to You, the screen protector and the protective case for the Device. But remember, for the repair to be covered, the Accidental Device Damage must have happened while The Cellairis Bundle was installed on the Device. Parts will be replaced with those of like kind and quality manufactured by the manufacturer of the

Device or manufacturer of The Cellairis Bundle components. The independently owned and operated retailer may use new or remanufactured parts. **You are responsible to backup all Device software and data prior to commencement of repair.**

WHAT HAPPENS IF JUST THE SCREEN PROTECTOR BREAKS AND NOT THE DEVICE? If just the Shell Shock® screen protector breaks, then the authorized retailer will replace the Shell Shock® screen protector at no cost to You.

WHAT HAPPENS IF JUST THE PROTECTIVE CASE BREAKS AND NOT THE DEVICE? If just the Rapture® case breaks, then an authorized retailer will replace the Rapture® case at no cost to You. Remember, the Rapture® case will only be replaced for free if the function of the case is an issue, or if the case actually breaks. It will not be replaced if the case is scratched or marked or if You just want something different.

WHAT HAPPENS IF BOTH THE SCREEN PROTECTOR AND CASE BREAK BUT NOT THE DEVICE? If both items of The Cellairis Bundle break, then an authorized retailer will replace both of the items at no cost to You as detailed above.

WHAT HAPPENS IF THE DEVICE CANNOT BE REPAIRED? If the Device cannot be repaired, if parts are no longer available, or if parts have been discontinued by the manufacturer then, We will replace the Device. The replacement of the Device will be in place of a repair. If We replace the Device then the replaced device will also get a new Rapture® case and a new Shell Shock® screen protector. In the event the Device is replaced, then the term on the replaced device would be the remaining time from the 3 year start date for the Device being replaced.

OTHER LEGAL ISSUES THAT YOU NEED TO KNOW ABOUT

WHAT IS NOT COVERED: This Limited Warranty does not apply to: (1) water damage; (2) Device repairs that are covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs; (3) cleaning; periodic checkups; preventive maintenance; (4) any and all pre-existing conditions that occur prior to the effective date of the registration of The Cellairis Bundle; (5) parts or repairs due to normal wear and tear, and items normally designed to be periodically replaced by You during the life of the Device; (6) damage from abuse, misuse, mishandling, introduction of foreign objects into the Device, unauthorized modifications or alterations to the Device; failure to follow the manufacturer's instructions; third party actions; fire; theft; insects; animals; exposure to weather; windstorm; sand; dirt; hail; earthquake; flood; water; acts of God or consequential loss of any nature; (7) loss or damage caused by war; invasion; act of foreign enemy; hostilities; civil war; rebellion; riot; strike; labor disturbance; lockout; or civil commotion; (8) incidental, consequential or secondary damages or delay in rendering service; loss of use during the period that the Device is at an authorized service center or awaiting parts; (9) non-functional or aesthetic parts including but not limited to plastic parts, scratches, peeling and dents; (10) unauthorized repairs and/or parts; (11) accessories used in conjunction with a Device; (12) any other loss other than Accidental Device Damage; (13) service where no problem can be found; (14) screen breakage that is not reported during the Term; (15) additional exclusions specific to Your Device; (16) any damage that occurs when both elements of The Cellairis Bundle were not being used at the same time.

CAN THIS LIMITED WARRANTY BE RENEWED? No, the Term of this Limited Warranty cannot be renewed.

CAN THIS LIMITED WARRANTY BE TRANSFERRED TO SOMEONE ELSE? No! This Limited Warranty is only transferable to other schools within the same school county or other local school district. The registration is tied to the specific identifying unique serial number or other unique number associated with each individual Device (such as the IMEI number). Nothing in these terms and conditions shall replace the manufacturer's warranty, except as noted above.

WHAT IS THE MAXIMUM AMOUNT OF MONEY WE ARE LIABLE FOR IF SOMETHING GOES WRONG: Our limit of liability for Your Device under this Limited Warranty is the cost of authorized repairs, or replacement as determined by Us, with a device of like quality and similar features. **IN NO EVENT SHALL WE OR ANY OF OUR AGENTS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR**

NEGLIGENCE. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

CAN I CANCEL THIS LIMITED WARRANTY? No. This Limited Warranty cannot be cancelled or refunded after registration because it was given to You at no charge. We may only cancel this Agreement for the following reasons: fraud or material misrepresentation. If We cancel this Agreement, we will provide You with written notice of cancellation listing the reason for such cancellation not later than 15 days before the effective date of termination.

WHAT LAW GOVERNS THIS LIMITED WARRANTY? This Limited Warranty is governed by Georgia law. This Limited Warranty gives you specific legal rights, and you may have other legal rights which may vary from State to State.

WHAT HAPPENS IF YOU WANT TO SUE US? Hopefully, this will never happen because You will be happy with The Cellairis Bundle, but We realize that sometimes disputes happen. In the event of a dispute, Your claim needs to be brought through arbitration. The below information is very important and so please read it all as it will affect what happens.

THE CELLAIRIS BUNDLE ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO THIS LIMITED WARRANTY AND YOUR DEALINGS WITH US MUST BE RESOLVED SOLELY THROUGH BINDING ARBITRATION.

Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, You, and Us (the "Parties") are irrevocably waiving our rights to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration for resolution. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Limited Warranty of The Cellairis Bundle affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. The Parties agree to resolve all claims, disputes, and controversies (collectively "Claims") of You individually related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope, and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any individual Claim within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any individual Claims arising under this Agreement between or among the Parties.

NO CLASS ACTIONS: YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO LITIGATE IN SMALL CLAIMS COURT, STATE, COUNTY OR FEDERAL COURT ANY CLAIM ON A CLASS-ACTION BASIS OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO OTHERWISE PURSUE ANY CLAIM IN A CLASS-ACTION IN SMALL CLAIMS, STATE, COUNTY OR FEDERAL COURT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, ANY DISPUTE REGARDING THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER PROHIBITING YOU FROM PARTICIPATING IN OR FILING A CLASS-ACTION IN ANY COURT SHALL BE DETERMINED EXCLUSIVELY BY A COURT. NOTHING HEREIN IS INTENDED OR SHOULD BE CONSTRUED AS CONSENT OR AGREEMENT TO CLASS-ACTION OR REPRESENTATIVE ARBITRATION. THE PARTIES AGREE AND ACKNOWLEDGE THAT THERE IS NO AGREEMENT OF ANY KIND BETWEEN THE PARTIES TO CONDUCT ANY ARBITRATION ON A CLASS-ACTION OR COLLECTIVE BASIS, BY YOU AS A REPRESENTATIVE OF OTHERS, A PRIVATE ATTORNEY GENERAL OR A MEMBER OF A CLASS. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed pursuant to the AAA Commercial Arbitration Rules (the "Code"). The arbitration will occur before a single, neutral arbitrator

selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If You initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time You initiate arbitration. We reserve the right, but We have no obligation, to advance Your share of the costs of any arbitration to allow the arbitration hearings to move forward, but by doing so, We may not be deemed to have waived or relinquished any right to seek recovery of those costs from You. If We initiate arbitration against You, We will pay the AAA fee and all costs associated with the arbitration, except any attorney's fees You incur if You choose to hire an attorney. Subject to any contrary provisions contained in this Agreement, the Parties agree that the Commercial Arbitration Rules for the AAA in effect as of the time of filing the demand shall govern the conduct and administration of the arbitration.

The Parties agree to pre-hearing discovery in accordance with the Federal Rules of Civil Procedure. The Parties also agree that the Federal Rules of Evidence will govern the admissibility and weight of evidence, including rules regarding the inadmissibility of hearsay. The Parties confirm that the arbitrator may not consider any settlement discussions or offers that might have been made by either Party and may not act as a mediator for the Parties if the parties proceed to mediation at any point. The Parties to the arbitration agree to keep all matters, including evidence and testimony, confidential unless obligated by law to disclose the information or the information is necessary in an application to confirm or vacate the award in court, following any appeal. If any Party to the arbitration receives a subpoena to obtain information or documents from the arbitration, the recipient shall notify the other Party, providing a copy of the subpoena in sufficient time to allow all parties to oppose the subpoena.

Unless otherwise specifically agreed to by the Parties to the arbitration in writing, the award of the arbitrator(s): (1) will be rendered within 30 days of the close of the arbitration hearing record; (2) will be a reasoned award; (3) may not include punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute; (4) may not include consequential damages; (5) will include an award to the prevailing party as determined by the arbitrator(s), all of the prevailing party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator(s)' fees, AAA administrative and filing fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, fees for depositions, including all costs of stenography and videography and copies of testimony however recorded, witness fees, and attorneys' fees; and (6) may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired or any appeal ends. Appeals must be initiated within 30 days of receipt of the arbitrator's award, as provided by the Appellate Rules, by filing a Notice of Appeal with any AAA office. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, all the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding Your waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision governs.

YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US VIA CERTIFIED MAIL WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THE CELLAIRIS BUNDLE, SENT TO GLOBAL CELLULAR, INC., 6485 SHILOH ROAD, BUILDING B-100, ALPHARETTA, GA 30005, ATTN: LEGAL COUNSEL.