



This is a legal contract (hereinafter referred to as the "Plan"). By purchasing it, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This Plan and your purchase receipt, containing the effective date and expiration date of your Plan, and the product purchase identification constitute the entire agreement between you and us.

Definitions: Throughout this Plan the words "we", "us" and "our" refer to Whenever Communications, LLC. ("WCLLC"). WCLLC can be contacted at 2100 19th Street, Sarasota, FL 34234, telephone 1-877-WHENEVER. The words "you" and "your" refers to the purchaser of this Plan.

Satellite Phone Store Protection (SPSP) - Plan Coverage.

This Plan covers parts and labor costs to repair your product in the event your product fails to properly operate due to:

1. Defects in materials or workmanship;
 2. Normal wear and tear;
 3. Dust, internal overheating, internal humidity/condensation;
 4. Power surge/fluctuation;
 5. Defective pixels for those products that have a pixel-based display. Pixel repair will be based upon three (3) defective pixels throughout the entire display area;
 6. Broken dock or connector port;
 7. Antenna failure/damage.
- Your coverage under this Plan is effective beginning on the date you purchase your extended warranty coverage to you as stated on your purchase receipt and will expire either two (2) or four (4) years from this effective date depending on the length of the Plan you purchased. Your Plan may auto-renew in accordance with of this Plan. This Plan is inclusive of your product's manufacturer's warranty; it does not replace your product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Plan during the term of the manufacturer's warranty. Products must be utilized as the manufacturer intended as stated in your manufacturer's warranty.
 - Parts and services that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Plan.
 - After the manufacturer's warranty expires, this Plan continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within these terms and conditions.
 - If we determine, at our sole discretion, that your product cannot be repaired, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
 - Technological advances may result in a replacement product with a lower selling price than the original product.
 - Replacement parts or products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Our obligations under this Plan will be fulfilled in their entirety if we replace your product with a new or refurbished product or issue you a voucher or gift card for replacement value of your product pursuant to these terms and conditions.
 - Parts replaced under the terms and conditions of this Plan become the sole property of WCLLC except where prohibited by law.

Phone/Web Support

- To receive phone assistance, call 1-877-WHENEVER.
- Phone assistance for your covered products includes: Answers to questions regarding product use, diagnosis of issues and recommendation of repair options, explanation of Satellite Phone Store Protection Plans, coverage and claims.
- To receive online assistance visit: <http://www.SatellitePhoneStore.com> On-line agents will provide service on selected products or provide direction on how to receive service.
- Coverage under this Plan may be available on a limited basis outside of the United States, for details call 1-877-WHENEVER.

Satellite Phone Store Protection (SPSP) – Product Specific Repair Coverage.

Specific coverages are provided to you under this Plan for the following products and are in addition to the coverages as stated above.

Coverage:

- One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, in our sole discretion. We may require you to return your original defective battery to us to receive a replacement battery.
- Repair or replacement, in our sole discretion, of chargers, cradles and accessories that were included with your product at the time of purchase; these products may be mailed to you and are limited to one like item per Plan term.

Battery Coverage:

- One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, and at our sole discretion.
- We may require you to return your original defective battery to us to receive a replacement battery.
- Repair or replacement, at our sole discretion, of chargers, cradles, and accessories that were included with your product at the time of purchase, these products may be mailed to you and are limited to one like item per Plan term.

Satellite Phone Store Protection Replacement Plan (SPSP-RP).

- This Plan provides for the replacement of your covered product found to be defective by us. If we determine, in our sole discretion that your product needs replacement, we will replace your product with a new or refurbished product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes.
- Your coverage under this Plan is effective beginning on the date you purchase your product as stated on your purchase receipt and will expire either two (2) or four (4) years from this effective date depending on the length of Plan you purchased and as stated on your purchase receipt.

Our obligations under this Plan will be fulfilled in their entirety if we replace your product with a new or refurbished product or issue you a voucher or gift card for replacement of your product pursuant to these terms and conditions. In some cases, there could be multiple refurbished products used for fulfillment if found defective by us. This Plan is inclusive of your product's manufacturer's warranty; it does not replace your product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Plan during the term of the manufacturer's warranty. Parts and services that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Plan. Accessory replacements are limited to one like item per Plan term. After the manufacturer's warranty expires, this Plan continues to provide the benefits provided by the manufacturer's warranty, as well as certain additional benefits as listed within these terms and conditions.

SPS Premium Protection Plan (SPS P3)

- SPS P3 expires two (2) or four (4) years from the original product purchase date as stated on your purchase receipt. If we determine in our sole discretion that your product cannot be repaired, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- If you purchase SPS P3, this Plan will include the applicable coverages listed above.
- SPS P3 will provide coverage for parts and labor costs to repair your product as a result of damage to your product that is the result of an unexpected and unintentional external event (drops and spills) that arise from your normal daily usage of the product as the manufacturer intended. If your product has been replaced pursuant to this SPS P3 provision, the Plan has been fulfilled in its entirety.
- ADH Exclusions: units that fall from elevated heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage or using the product in a manner the manufacturer did not intend is not covered.

No Lemon Policy.

- After two (2) qualified service repairs have been completed on an individual product and that individual product requires a third (3rd) qualified repair, as determined by us, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product.
- For clearance, open-box and other products originally purchased at a discount, we reserve the right to issue a gift card or voucher for the current purchase price plus tax of a comparable product.
- The original product and purchase receipts must be returned to WCLLC along with authorized service repair receipts from two (2) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement or technician required adjustment is the equivalent of one (1) repair.

Exclusions to Coverage.

This Plan does not cover:

- Damage to your product caused by accident (unless you have purchased the optional SPS P3 and it's a covered event), abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than an authorized service provider), unauthorized modification, viruses and/or spyware (unless you have the Vi-Spy Coverage), performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid (e.g. pool, bathtub, etc.), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes.
- Products that have been lost or stolen (this Plan only covers products that are returned to us in their entirety); cosmetic damage to your product including but not limited to scratches, dents and broken plastic on parts, that does not otherwise affect its functionality or materially impair your use.
- Products with a serial number that have been altered, defaced or removed; problems caused by a device that is not your product, including equipment purchased at the same time as your product; controllers, consumable parts, such as batteries, unless expressly provided for herein; damage to, or loss of any software or data residing or recorded in your product (when providing repair or replacement service, we will use reasonable efforts to reinstall your product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in your product).
- Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Plan.
- Products used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan.
- Personal items left in the product (you are responsible for removing all personal items from the product before service is performed); parts and services covered under your product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or secondary damages.
- This Plan excludes products that are not listed on this Plan, including products attached to the covered product, such as components or add-on accessories.
- SPS P3 Exclusions: units that fall from elevated heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage or using the product in a manner the manufacturer did not intend is not covered.

Renewable.

This Plan may be renewed at our discretion. If renewed, the renewal price may vary based on the age, condition of the product, and current service costs at the time of the renewal.

SOME PLANS WILL AUTOMATICALLY RENEW UNLESS THIS PLAN IS CANCELLED. Call 1-877-WHENEVER for more information.

Transferable.

This Plan is transferable to another owner for the product identified by the serial number on this Plan. There are no restrictions to transfer your Plan provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts or exchange receipts, must be transferred to the new owner. Call 1-877-WHENEVER or visit us at www.SatellitePhoneStore.com.

No Deductibles.

There are no deductibles under this Plan.

Obtaining Repair or Replacement Service.

- To obtain service under this Plan, you can access/schedule/check on your repair status at www.geeksquad.com or call 1-877-WHENEVER, 24 hours a day, 7 days a week. During this call we will include a fault diagnosis to clarify the problem prior to scheduling any in-home service. **Service performed in-home will be done during regular business hours and is at our discretion.**
- In some cases, we may require you to ship your product for repair at our cost. Be sure to have the original purchase receipt or exchange receipt available so that your claim can be processed.
- Replacement parts utilized for repair service will be, at our sole discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product.
- If we determine, at our sole discretion, that your product cannot be repaired, we will replace it with a new or refurbished product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our sole discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- You have up to ninety (90) days from the date of our authorization or before the Plan expires, whichever comes first for you to complete your product replacement transaction.
- Technological advances may result in a replacement product with a lower selling price than the original product.
- In some situations, product replacements will be fulfilled by replacing a defective component of the product such as a power supply or earbuds if such components were originally included with your product; these products may be mailed to you and are limited to one like item per Plan term.
- We may require you to secure your replacement product or part with a credit card number until we receive the defective product or part from you. If we do not receive your defective product or part, your credit card may be charged the value of the replacement product or part.
- If you are paying for this Plan on a monthly basis, your payments must be current to receive any services under this Plan.
- A service order disclaimer must be signed to obtain repairs. This service order disclaimer does not form a part of this Plan and is a separate legal document. Please refer to the service order disclaimer as additional terms/conditions may apply.
- We may charge you a diagnosis fee to determine the cause of the product failure. If it is determined that the cause of the product failure is covered under either the manufacturer's warranty or these terms and conditions, we will refund you the diagnosis fee.

Obtaining repair or replacement service outside the United States.

To obtain service outside the United States in accordance with your plan, please send your product to our main location at 2100 19th St. Sarasota, FL 34234 and we will service it, and return it to a location of your choice.

Availability of Services.

While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

Purchaser Records.

You must have this Plan and all original purchase/exchange/service receipts to receive service under this Plan.

Web/Customer Service Portal.

You may access www.SatellitePhoneStore.com/repairs/maintenance-program/ to view your Plan for self help/troubleshooting, review tips and general questions.

Limits of Liability.

For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance, or (3) reimbursement for authorized repairs or replacement. The total liability under this Plan is the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product. In the event that the total of all authorized repairs exceeds the current market value of the product or we replace the product, we shall have satisfied all obligations owed under the Plan.