



Total Protection Plan

Terms and Conditions

Throughout this document, the words "we," "us", "our" and "BlueCosmo" mean BlueCosmo. The word "Plan" refers to the Total Protection Plan while "you" and "your" (whether or not capitalized) refer to the purchaser of the Plan. The words "product" or "products" refer to the Iridium 9555, Iridium Extreme, Iridium GO! or IsatPhone 2 and their in-box accessories covered under our Plan.

Product Eligibility:

Plan only covers products purchased from BlueCosmo. All original invoices are required for any product repairs, replacements, exchanges or credits.

Duration of Total Protection Plan:

The Total Protection Plan offers three (3) total years of warranty coverage which includes the manufacturer's standard 12-month warranty coverage*, commencing on the original product purchase date, and additional benefits such as a: No Lemon Policy; replacement guarantee; industry leading turnaround-time for replacement devices; and firmware support. These benefits are subject to different conditions which we suggest you read thoroughly.

- * Click on the links below to view the Manufacturer's Warranty Terms and Conditions:
- <u>Iridium 9555</u>
- Iridium Extreme
- Iridium GO!
- IsatPhone 2

Our Responsibility:

Plan complements, but does not replace, the 12-month manufacturer's warranty. During the term of the manufacturer's warranty, Plan provides additional benefits for which the manufacturer does not provide coverage. Plan also extends the same warranties as the manufacturer for an additional 24 months after the standard manufacturer's 12-month warranty ends. Additional benefits are listed in these Terms and Conditions.

Coverage:

Plan covers manufacturer's defects in materials and workmanship that reveal themselves in normal usage. Services performed under the plan will consist of labor and the replacement of parts necessary to restore your product to normal operating condition. At our option, replacement parts may be new,



refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications for the product. We may also replace your product with a refurbished product of the same model.

Repair Service:

All Plan repairs will be performed at an authorized service center and will require that the product be returned to BlueCosmo in compliance with our standard Return Merchandise Authorization (RMA) process. To arrange a repair, please contact BlueCosmo Technical Support by calling 1-877-258-3496 or by emailing; support@bluecosmo.com. We will attempt to diagnose the issue. If applicable, you are responsible for the cost of shipping the product to BlueCosmo, and BlueCosmo is responsible for the cost of returning the product/replacement device to you.

Accessory Coverage:

Plan provides coverage for accessories and peripheral devices ("Accessories") that come with your product in the original manufacturer's package. Examples of accessories include charging devices, auxiliary antenna and headsets. If the fault diagnosis determines the problem is related to an accessory, then a replacement may be mailed to you. We may request that you first ship the defective accessory to BlueCosmo. Batteries are excluded.

No Lemon Policy:

During the term of the Plan, if we repair or replace (with a refurbished unit) your product three (3) times, and the product then requires a fourth repair, we will replace it with a new product of similar features and functionality, or issue a refund for the current replacement value, not to exceed the original purchase price, at our discretion. One service request number, requiring functional part(s) repair/replacement is the equivalent of one repair. You must return the product and invoice to us. The Plan will immediately be deemed fulfilled and will terminate on the date that we either replace your product or issue a refund.

Replacement Guarantee:

We promise to ship out a repaired or refurbished product within 3-5 business days of receiving your defective product. If a repair takes us longer than 15 business days to complete, we will replace it with a new or refurbished product of similar features and functionality, or issue a refund for the current replacement value, not to exceed the original purchase price at our discretion. The 15-day service period begins when the product arrives at BlueCosmo and ends when we ship the product back to you. If we replace your product with new product, the Plan will immediately be deemed fulfilled and will terminate on the date that we either replace your product or issue a refund.

Firmware Support:

Plan provides coverage for firmware support including updates and/or upgrades. Firmware support can include over the phone technical support <u>or</u> "on our premises" support at our sole discretion. Should it be necessary to send your product to us for a firmware update/upgrade, you are responsible for the cost of shipping the product to BlueCosmo, and BlueCosmo is responsible for the cost of returning the device to you.

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General Exclusions:

Plan will NOT cover:

- 1. Maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the product in accordance with the manufacturer's guidelines, including but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, transportation damage (except damage incurred by authorized shipment of product(s) to and from BlueCosmo), improper equipment modifications, vandalism, spilled liquids or other water damage, software generated problems or acts of nature or any other peril originating from outside of the product;
- 2. Batteries;
- 3. Unauthorized servicing and transportation charges;
- 4. Products used by the public or used as a lease or rental;
- 5. Indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort;
- 6. Fees related to third party contracts; or "no problem found" type diagnosis and intermittent errors that cannot be reproduced.

Specific Exclusions:

The No Lemon Policy does not apply to services that (a) are resolved by minor soldering or repair of loose wires; (b) do not result in a physical repair such as cleanings or customer education; (c) consist of the replacement or repair of accessories; or (d) consist of reloading or servicing product software or firmware.

The replacement guarantee does not apply to preventative maintenance checks, cleanings, customer education, repairs or replacements of accessories including but not limited to batteries, docking stations, or other similar parts, or any repairs performed outside Canada or the US.

Transferability:

Plan is non-transferable. The Plan holder must have original documentation to receive service.

Cancellation:

We may cancel your Plan at our option based on (a) fraud or misrepresentation; (b) rental use of the product; or (c) an unauthorized repair of a product. You may cancel your Plan for any reason at any time within thirty (30) days of purchase and receive a full refund of the Plan price, less the cost of claims paid (if any). To receive your refund, you must deliver the cancellation request along with this document and all original invoices to BlueCosmo (if purchased directly from BlueCosmo) or the authorized BlueCosmo dealer where you purchased the product. After thirty (30) days, no refund will apply. No cancellation fee applies to the Plan.

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Entire Agreement:

Your original purchase invoice and these terms and conditions set forth the entire agreement and supersede all prior negotiations, understandings and agreements concerning the subject matter. No oral or written representations, warranties or conditions and no amendment or modification of these terms and conditions will be binding except by a written agreement signed by the party to be bound thereby.

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