

LIMITED WARRANTY FOR REFURBISHED HANDSETS

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

For warranty service information, please call the following telephone number from anywhere in the continental United States and Canada: 1-800-550-2436.

LIMITED WARRANTY AND LIMITATION ON IMPLIED WARRANTIES

Page Plus Cellular warrants to the original purchaser that the refurbished handsets will conform in all material respects to the manufacturer's specifications, and will be free from defects in material and workmanship. Page Plus Cellular **limits implied warranties** relating to Refurbished Handsets, including but not limited to the merchantability of the product and its fitness for any particular purpose or use, in duration to **one-hundred and twenty (120) days** or for such longer period of time as is specified by Page Plus Cellular in writing with respect to any particular product from the date of purchase (the "Warranty Period").

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THESE WARRANTIES AND THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW.

LIMITED WARRANTY REMEDIES FOR REFURBISHED HANDSETS

In the event any Page Plus Cellular Handset fails to comply with this warranty, you may return the Page Plus Cellular Handset to Page Plus Cellular within the Warranty Period, freight prepaid at your expense.

Your sole and exclusive remedy for the non-conformance of any Page Plus Cellular Handset with the Handset specifications or for defects in materials or workmanship in the handset within the Warranty Period shall be, at Page Plus Cellular's election.

- a) Page Plus Cellular's repair or correction of the non-conformance or defect,
- b) Page Plus Cellular's furnishing you, without charge, with a replacement for the non-conforming or defective Page Plus Cellular Handset, or
- c) Page Plus Cellular's reimbursement to you for the purchase price of the non-conforming or defective handset.

This Limited Warranty is conditioned upon proper use of handsets by the purchaser. Page Plus Cellular shall not be liable for, and this Limited Warranty does not cover, defects or damages resulting from accident, abuse, misuse, abnormal use, abnormal conditions, improper storage,

exposure to moisture or dampness, neglect, unusual physical, electrical or electromechanical stress, or defects in appearance, cosmetic, decorative, or structural items.

Except for Page Plus Cellular's direct costs in repairing, correcting or replacing any non-conforming or defective handset, Page Plus Cellular shall not be liable for any other expense connected with the repair, correction or replacement of any handset or for any special, exemplary, incidental or consequential damages.

UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR SUPPLIERS, TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR SUCH CLAIM.

You agree we are not liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather or other things we don't control; or by any act of God. You also agree we are not liable for missed Voice Mails, or deletions of Voice Mails from your Voice Mailbox (if you have one), even if you have saved them, or for other information that may be lost or deleted if we service your phone. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes. You also agree to any Limitations of Liability in favor of the carriers we use to provide you with the Page Plus Cellular Service.

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.

NON WARRANTY RELATED RETURNS OF HANDSETS

Page Plus Cellular wants to ensure that you are satisfied with your purchase when you purchase a Handset directly from Page Plus Cellular. As a result, if, for any reason, other than a claim of breach of warranty or defect, you are not satisfied with your Handset, you may return the Handset to us within **twenty (20) business days** of the original date of shipment, postage prepaid, and we will refund your full purchase price minus a 20% restocking fee. Refunds are only available to you if you purchased your Handset directly from our website at www.pagepluscellular.com.

Additionally, the following conditions must be met in order to qualify for a refund:

1. Product must be in "as new" condition.
2. Product must be returned in the original packaging.
3. All parts must be returned (including the manual, power cord, etc.).

Handsets should be returned postage prepaid to the following address:

Page Plus Cellular
Attn: Returns
2035 S. Reynolds Road
Toledo, OH 43614-1409

We do not control the sale policies of our dealers or other third parties. Therefore, any refunds for handsets purchased from a Page Plus Cellular dealer (whether the dealer is authorized to sell such Handsets or not) or from any other source other than Page Plus Cellular directly, are at the sole discretion of such seller. We will not issue refunds for any Handsets sold by any third parties, including any Handsets sold by any Page Plus Cellular dealers.

If you believe that your Refurbished Handset or new Kyocera Handset is defective or in breach of our or Kyocera's Warranty, please refer to our Warranty section for information about returning your Refurbished or new Kyocera Handset.