

**LIFEPROOF LIMITED WARRANTY
TOTAL WATER PROTECTION PROGRAM
TERMS AND CONDITIONS**

Otter Products, LLC, doing business as LifeProof, and its affiliated companies worldwide (collectively, “**LifeProof**”) warrants certain of its LifeProof products against defects in material or workmanship (“**TWPP Limited Warranty**”) for a period of **one (1) year** from the original date of purchase of the LifeProof product by a consumer (“**Warranty Period**”). LifeProof does not warrant, and is not responsible for, any smart phone or other device or product made by anyone other than LifeProof, except as specifically set forth below. LifeProof trademarks are the property of TreeFrog Developments, Inc. registered in the U.S. and other countries. All other trademarks are the property of their respective owners.

1. **Program Eligibility**

LIFEPROOF OFFERS THE TOTAL WATER PROTECTION PROGRAM (“**PROGRAM**”) TO EACH OF ITS CUSTOMERS (REFERRED TO AS “**YOU**,” “**YOUR**” AND SIMILAR TERMS) WHO MEET THE ELIGIBILITY REQUIREMENTS AND FOLLOW THE PROGRAM PROCEDURES DESCRIBED BELOW, SUBJECT TO ALL OF THE TERMS AND CONDITIONS IN THIS DOCUMENT (“**TERMS**”). YOU SHOULD CAREFULLY REVIEW THESE TERMS. IF YOU DECIDE TO UTILIZE THE PROGRAM, THEN WHEN YOU TAKE THE STEPS OUTLINED IN THESE TERMS REGARDING THE REGISTRATION PROCESS, YOU ARE INDICATING THAT YOU AGREE TO THESE TERMS.

2. **Program Overview**

If you purchase one of the designated LifeProof Cases (as defined in Section 3.1, below) for an Eligible Device (as defined in Section 3.2, below) from Verizon (or another participating distributor as designated by LifeProof), then, if you use the LifeProof Case according to its Instructions (as defined in Section 6, below), and your Eligible Device suffers accidental liquid damage (excluding human or animal fluids) within **one (1) year** following the original date of purchase and provided that you validly register the LifeProof Case using the registration card that is provided to you under the Program (“**TWPP Registration Card**”), then, provided further you meet all of the Program’s Eligibility Requirements described below, LifeProof will:

- 2.1 Replace the LifeProof Case by sending you a LifeProof gift card or online redemption code; and
- 2.2 LifeProof will issue to you a one-time Settlement (as defined in Section 6, below). The Program is limited to a one-time use of the TWPP Registration Card included with the LifeProof Case. In order to receive the Program benefits, you will need to: (i) have registered your LifeProof Case and Eligible Device through the Registration Process described below, (ii) pay the Service Fee applicable to your Eligible Device, and (iii) satisfy all of the other requirements in these Terms.

PLEASE NOTE: THE PROGRAM IS **NOT** ADMINISTERED BY VERIZON OR ANY OTHER DESIGNATED CARRIER OR DISTRIBUTOR. PLEASE DIRECT ALL INQUIRIES OR OTHER COMMUNICATIONS REGARDING THE PROGRAM TO LIFEPROOF OR ITS SERVICE CENTER.

3. **LifeProof Eligible Devices and Cases for the Program**

3.1 **LifeProof Cases.** The TWPP Limited Warranty currently covers the following LifeProof cases (each, a “**LifeProof Case**”): FRE, FRE Power, and NUUD LifeProof Cases available for Eligible Devices. Life Proof may add other LifeProof Cases from time to time as announced through the LifeProof.com website or through a participating distributor.

3.2 **Eligible Devices.** The TWPP Limited Warranty currently covers the following devices (each, an “**Eligible Device**”): iPhone 4, iPhone 4s, iPhone 5, iPhone 5s, iPhone 5c, iPhone SE, iPhone 6/6 Plus, iPhone 6s/6s Plus, iPhone 7s/7s Plus, iPhone 8s/8s Plus, iPhone X, Galaxy S3, Galaxy S4, Galaxy S5, Galaxy S6, Galaxy S7, Galaxy S8 and S8+, Google Pixel, Google Pixel XL, Google Pixel 2, Google Pixel XL 2, Motorola Droid Turbo, Motorola Droid Maxx 2, LG G5, iPad 2, iPad 3, iPad 4, iPad Mini, iPad Mini Retina, iPad Air, and iPad Pro. Life Proof may add other Eligible Devices from time to time as announced through the LifeProof.com website or through a participating distributor.

4. **Eligibility Requirements.** Program eligibility is conditioned on you satisfying each of the criteria listed below:

4.1 You must be a valid resident of the continental U.S., Alaska, or Hawaii (the Program is void for any Buyout Request (defined in Section 6, below) made by any customer residing outside the continental U.S., Alaska, or Hawaii).

4.2 You must have purchased the LifeProof Case from Verizon or from another distributor designated by LifeProof.

4.3 You must have validly registered the LifeProof Case and Eligible Device, in accordance with the Registration Process described below, within **fourteen (14) days** following your purchase of the LifeProof Case (“**Registration Period**”).

4.4 You must submit your Buyout Request within **one (1) year** following the date of valid registration.

4.5 The Eligible Device must be activated and undamaged at the time it is registered. Liquid damage incurred prior to registration being completed will not be covered under the Program.

5. **Registration Process.** As part of the Eligibility Requirements, you must take the following steps to register the LifeProof Case and Eligible Device:

5.1 The LifeProof Case with the TWPP Limited Warranty must be purchased directly from Verizon or another distributor designated by LifeProof.

5.2 Within the Registration Period, access the Program webpage at the following URL: <https://twpp.lifeproof.com/> (“**Registration Page**”).

5.3 Register the Eligible Device by providing the following required information:

(a) Your original receipt for your LifeProof Case purchase. You will need to enter in the purchase date and upload a photo of your receipt. The receipt and photo must show the

place of purchase, date of purchase, and the case line item. If it does not show this information, your request will be denied.

- (b) The Program Registration Number from the TWPP Registration Card (“**Program Registration Number**”).
- (c) A screenshot of the “About” section of the Registration Page, including the required information on your Eligible Device.
 - (i) The specific information required by LifeProof from the About page (including the IMEI number or MEID number, or, if your iPad is not configured to work with a wireless carrier, the serial number for the Eligible Device) is described on the Registration Page. and
 - (ii) All of the required information must be contained in the screenshot, and must be legible. If it cannot be read, your registration request will be denied.
 - (iii) The date on the submitted screenshot image must precede the date of purchase of the LifeProof Case (as indicated on the purchase receipt). If the date is earlier than the date of purchase, then your registration request will be denied.

5.4 After successfully completing each of the steps above, you will receive a confirmation email at your designated email address that registration has been completed. Your Eligible Device will not be considered registered unless you have received the confirmation email. If you do not receive a confirmation email, it is your responsibility to contact our Service Center via the contact information listed on the Registration Page, to resolve this situation. Once you are registered, the registration is not transferable to any person or to any other LifeProof Case or Eligible Device.

6. **Buyout Request.** You are responsible to use the LifeProof Case properly within its specified limits (*e.g.*, water depth limits) by familiarizing yourself with and following the instructions applicable for your LifeProof Case (“**Instructions**”), accessible at <https://www.lifeproof.com/en/support/products/>. If accidental liquid damage (excluding human or animal fluids) due to a defect in your LifeProof Case’s material or workmanship occurs to your Eligible Device while it is in a LifeProof Case that was installed and used in accordance with its Instructions, and the damage occurs within **one (1) year** following your registration in the Program, you may use your one-time TWPP Registration Card and submit a buyout request (“**Buyout Request**”) as follows:

- 6.1 Access the Program webpage at the following URL: <https://twpp.lifeproof.com>.
- 6.2 File a Buyout Request for the damaged Eligible Device and LifeProof Case. During this process, you will be required to provide the following:
 - (a) Program Registration Number and pertinent personal information.
 - (b) Billing information (credit card only).
 - (c) Any additional information required to initially verify that your Buyout Request is for an Eligible Device and otherwise appears to be a valid initial claim under the Program and TWPP Limited Warranty.

For a complete description of how LifeProof will use and collect your personal information please see the LifeProof Privacy Policy at <https://www.lifeproof.com/en-us/privacy-policy.html>.

- 6.3 You will pay the Service Fee for the Program as follows:
 - (a) \$50 for devices other than tablets; and
 - (b) \$75 for tablets.

6.4 Once you have provided the information required by the initial Buyout Request process and after our Service Center has charged your credit card with the appropriate Service Fee, our Service Center will make an initial indication of claim acceptance or denial. If your claim is initially accepted, LifeProof will notify you within two (2) business days. Under the Program, LifeProof will:

(a) Replace the damaged LifeProof Case with a LifeProof gift card or online redemption code; and

(b)

Issue to you a one-time cash settlement (“**Settlement**”) on the original purchase price of the Eligible Device, excluding taxes, delivery, and installation fees. If LifeProof elects to issue you a Settlement, the value of the Settlement will be determined according to the age of the Eligible Device using the following depreciation schedule:

Eligible Device Age	% of Purchase Price
0-3 months	100%
>3-6 months	90%
>6-12 months	80%
>12 months	50%

6.5 You will also receive a return address label that you must use to return your damaged Eligible Device, the defective LifeProof Case, and all components (*e.g.*, front, back, gaskets, o-rings, charge port doors, headphone adapters, headphone jack cover, etc.) to our Service Center for the final verification process described below.

IF YOU DO NOT RETURN YOUR DAMAGED LIFEPROOF CASE AND ELIGIBLE DEVICE WITHIN **THIRTY (30) DAYS** OF THE DATE YOU FILED YOUR BUYOUT REQUEST, WE WILL CHARGE YOUR CREDIT CARD THE SETTLEMENT AMOUNT PER SECTION 6.4(b), above.

6.6 Your Buyout Request must be verified by LifeProof’s Service Center. In order for your Buyout Request to be finally accepted and validated, LifeProof will verify the following information:

(a) Name of person submitting Buyout Request matches the name associated with the Program Registration Number (as submitted during the Registration Process).

(b) The LifeProof Case was registered within **fourteen (14) days** of date listed on original receipt image (as provided during the Registration Process).

(c) All required information was submitted during the Registration Process, including images of your valid purchase receipt and the IMEI screen on your Eligible Device.

(d) The LifeProof Case is authentic.

(e) Your Service Fee payment was successfully processed.

(f) The date on the image of the About page during the Registration Process is the same as or after the date of purchase of the LifeProof Case (as indicated on the purchase receipt). If it is earlier than the date of purchase, then your Service Request will be denied.

(g) Your device is an Eligible Device and the damage to your Eligible Device is of the type covered by the TWPP Limited Warranty, and the claim is otherwise valid under the requirements of the TWPP Limited Warranty.

- 6.7 If your Buyout Request passes the verification process, then our Service Center will provide final approval for the Service Request and will notify you via email at the email address you provided during the Registration Process.
- 6.8 If your Buyout Request does not pass the verification process, then you will be notified via email that your Buyout Request claim has been denied, and the email will include the reason for the denial (for example, incomplete information, mismatched information, LifeProof Case is not authentic, etc.). Your Service Fee (if it has already been successfully processed) will be refunded to your credit card on file. Failure to remove Apple products from “Find My iPhone” or “iCloud” will result in the denial of your claim.
- 6.9 Regardless of whether your claim is finally accepted or denied, you will not be entitled to the return of your damaged Eligible Device or LifeProof Case. You acknowledge and agree that the Service Center will take title and own the returned LifeProof Case and Eligible Device. You should make sure to remove any personal data from the damaged Eligible Device prior to shipping it to our Service Center. Apple products should be removed from “Find My iPhone” and “iCloud.” PLEASE NOTE: NEITHER LIFEPROOF NOR ITS SERVICE CENTER HAVE ANY RESPONSIBILITY WHATSOEVER REGARDING ANY DATA THAT IS CONTAINED ON THE DAMAGED ELIGIBLE DEVICE, AND YOU ACKNOWLEDGE THAT SUCH DATA IS CONSIDERED TO BE UNRECOVERABLE.
- 6.10 If you do not receive an email notification, it is your responsibility to contact our Service Center via the contact information listed on the Registration Page to resolve this situation.
- 6.11 Once the Buyout Request has been completed and your claim has been either finally approved or denied, your one-time use of the TWPP Limited Warranty under the Program is deemed completed and the Program is no longer available to you for the Eligible Device and LifeProof Case.

7. Additional Terms and Conditions

- 7.1 If you obtain a replacement of your Eligible Device from your wireless carrier (*i.e.*, Verizon), Apple, Samsung, Motorola, Google, or any other retailer, then the Program is no longer available to you. The Program is only available to the specific Eligible Device that you registered during the Registration Process. By submitting a Service Request under the Program, you are representing and warranting to LifeProof that the LifeProof Case was used in accordance with its applicable Instructions. Violation of the foregoing (for example, submitting a Service Request when you have modified the LifeProof Case, improperly used the LifeProof Case or used the LifeProof Case outside the specified limits) may constitute fraud, and, in addition to voiding your right to participate in the Program, may subject you to legal action from LifeProof.
- 7.2 LifeProof reserves the right to modify the processes, procedures, parameters, or other terms of the Program, or terminate the Program entirely, at any time, without prior notice to you. If LifeProof terminates the Program, it will provide you with a one-time Settlement as determined by LifeProof in its sole discretion. The current status of the Program and applicable terms are available on the Program webpage.
- 7.3 **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIFEPROOF SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY,**

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD, THEN THE WARRANTY PERIOD FOR PRODUCTS SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED WITH TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

- 7.4 If your Eligible Device is replaced by another entity, LifeProof is not responsible for reimbursement or payment of any fees or deductibles associated with said replacement.
- 7.5 **LIMITATION OF LIABILITY.** IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WILL LIFEPROOF, ITS SERVICE CENTER, DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, EVEN IF ANY SUCH PERSON OR ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF LIFEPROOF AND ANY OF ITS SERVICE CENTER, DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS THAT ARE SUBJECT TO THE PROGRAM, PLUS THE AMOUNT OF ANY SERVICE FEE YOU PAID IN CONNECTION WITH THE PROGRAM. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
- 7.6 **ARBITRATION. Read The Following Arbitration Provision Carefully. It Limits Certain Rights You May Have, Including Your Right To Obtain Relief or Damages Through Court Action.** By registering under the Program for the TWPP Limited Warranty, you specifically agree to this arbitration provision. To begin arbitration, either you or LifeProof must make a written demand to the other party for arbitration for the applicable claim (“**Arbitration Claim**”). The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“**Rules**”) of the American Arbitration Association (“**AAA**”) in effect when the Arbitration Claim is filed. You may get a copy of these AAA’s Rules by visiting <http://www.adr.org>. The filing fees to begin and carry out arbitration will be shared equally between you and LifeProof. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless you and LifeProof agree, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your Arbitration Claim. Claims by, or on behalf of, other

individuals will not be arbitrated in any proceeding that is considering your Arbitration Claim. THE DEGREE TO WHICH ARBITRATION CAN BE USED AS A DISPUTE RESOLUTION PROCESS FOR CONSUMER CLAIMS VARIES FROM STATE TO STATE, SO THIS ARBITRATION PROVISION MAY NOT APPLY TO YOU, DEPENDING ON YOUR STATE OF RESIDENCE. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, you and LifeProof specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and LifeProof, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.