

BodyGuardz® Protective Case
Device Repair Guarantee
Terms and Conditions

This BodyGuardz protective case with the device repair guarantee (collectively, the “Product”) is co-developed by NLU Products, L.L.C. dba BGZ Brands and Asfalıs, Inc. (“ASFALIS”) and distributed together with access to the Mobile App (as defined below), which is provided by ASFALIS. As set forth herein, ASFALIS offers this device repair guarantee (referred to henceforth as the “Product Performance Guarantee”) for selected Products for a period of one year from the date of Product purchase, subject to the terms and conditions set forth herein (“Product Performance Guarantee”). The Product Performance Guarantee is administered by ASFALIS. Under the Product Performance Guarantee, if your Eligible Device (as defined below) is properly registered and subsequently experiences Physical Damage (as defined below) while the Product is properly affixed to your Eligible Device, then you will be entitled to submit a claim for the repair of your Eligible Device, subject to certain terms, conditions, limitations and exclusions set forth herein, including but not limited to, the maximum benefit amount indicated on the Product webpage and/or Product packaging, which is/are incorporated into by reference and constitutes a material limitation of the Product Performance Guarantee. **NOTE: YOU MUST RETAIN YOUR VALID DATED PROOF OF PURCHASE FOR THE PRODUCT.**

Product Performance Guarantee

This Product Performance Guarantee is valid only in the United States of America.

If you purchase a qualifying Product from the BodyGuardz website or BodyGuardz authorized retailer and retain your valid dated proof of purchase, then, if you properly affix the Product to your Eligible Device (as defined below) in accordance with the Instructions (as described in the Eligibility Requirements Section below), then, if you register the Product (as set forth in the Registration Process Section below), then, if your Eligible Device experiences Physical Damage (as defined below) within **one (1) year** following the date you purchased the Product, then, if you file a valid claim (as defined below), ASFALIS will reimburse you up to the indicated maximum benefit amount, towards the repair of the Eligible Device, subject to certain terms, conditions, limitations and exclusions set forth herein, including but not limited to, the maximum benefit amount indicated on the Product webpage and/or Product packaging, which is/are incorporated into by reference and constitutes a material limitation of the Product Performance Guarantee. The Product Performance Guarantee is limited to a one-time use within the one (1) year period from date of Product purchase and **TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.**

You must register the Product and Eligible Device as described below and satisfy all other requirements set forth herein to be eligible to file a claim under this Product Performance Guarantee.

“Physical Damage” is defined as damage to the internal or external components of the Eligible Device (including processors, circuit boards, touch screens/glass, control buttons, speakers,

cameras, back glass/encasements) caused by a failure of the Product to adequately protect those Eligible Device components during an accidental drop of or impact to the Eligible Device.

Product Performance Guarantee Exclusions

This Product Performance Guarantee does not cover damage resulting from power surges, exposure to or submersion in liquid, intentional acts, or catastrophic events that render the Eligible Device inoperable (e.g., Eligible Device is run over by a vehicle). This Product Performance Guarantee does not cover damage that may have resulted from normal wear and tear, defects in materials or workmanship, or misuse/abuse of the Eligible Device. This Product Performance Guarantee does not cover cosmetic damage such as scratches, or defective pixels where there are fewer than four (4) defective pixels throughout the entire display area. This Product Performance Guarantee does not cover Physical Damage to your Eligible Device if the Product has not been properly affixed to your Eligible Device in accordance with the Instructions. Your Eligible Device must have the Product affixed and in place at the time the Eligible Device is damaged and when the Eligible Device arrives at the repair provider for inspection and/or repair. This Product Performance Guarantee does not cover damage to or malfunctions of batteries, power supply, accessories, apps, software (including operating systems). Consult the manufacturer of your Eligible Device for malfunctions involving operating systems. This Product Performance Guarantee does not cover loss of files or data of any kind. It is your responsibility to backup all information prior to submitting your Eligible Device for repair.

Product Performance Guarantee Eligibility Requirements

This Product Performance Guarantee is offered only when the Product is properly affixed to the device for which the Product was designed for use with (as indicated on the Product webpage and/or Product packaging), and which must be undamaged and fully functioning when the Product is purchased and first affixed to that device (an “Eligible Device”).

This Product Performance Guarantee is void unless you satisfy all of the criteria listed below:

1. You must have purchased the Product from the BodyGuardz website or a BodyGuardz authorized retailer.
2. You must properly affix the Product to an Eligible Device.
3. You must have validly registered the Product and Eligible Device, in accordance with the Registration Process described below, within **30 DAYS** following your purchase of the Product (“Registration Period”).
4. You must submit your claim (as described below) within **1 YEAR** following the date of Product purchase, by filing a claim with ASFALIS.
5. You are responsible to ensure that you have used the Product properly and within its specified limits by familiarizing yourself with the Instructions.
6. You must be an individual consumer. This Product Performance Guarantee is not offered to business or organizational accounts (e.g., school districts, corporate IT departments).

Registration Required:

As part of the Eligibility Requirements, you must satisfy all of the registration requirements set forth herein. Failure to satisfy all of these requirements will void the Product Performance Guarantee.

Within thirty (30) days of purchase, you must register the Product and Eligible Device as follows:

1. **Using the Mobile App.** Follow the Instructions contained in the Registration email and/or registration insert in your Product packaging to download the ASFALIS Registration App (the “Mobile App”) on your Eligible Device and complete the following steps:
 - a) Registration for the Product Performance Guarantee requires you to submit personal data, including your name, address, email and phone number. Personal data submitted via the Mobile App is subject to a Data Privacy Policy, which can be found here: <https://dataprivacy.asfalis.com>. It is your responsibility to read and understand the Data Privacy Policy. Acceptance of the Data Privacy Policy is a condition of this Product Performance Guarantee, and your revocation of consent to the Data Privacy Policy will automatically void your registration for this Product Performance Guarantee. **You must be at least 16 years old and grant us consent to collect the information required to administer this Product Performance Guarantee.** Exercise of certain rights under the Data Privacy Policy, including, but not limited to, the right to be forgotten, will automatically void your registration under this Product Performance Guarantee.
 - b) Authorize the Mobile App to collect information from your Eligible Device, including, but not limited to, your Eligible Device IMEI, Serial Number, manufacturer, and model.
 - c) Successfully pass all Eligible Device diagnostic tests presented within the Mobile App.
 - d) Enter all requested information, which may include but is not limited to the Product purchase date, and upload a photo of your valid proof of purchase, which must clearly show the date of purchase, the place of purchase and the Product line item.
2. **Alternative Registration.** If you are unable to access and utilize the App to register the Product and Eligible Device, you may contact ASFALIS at <https://helpdesk.asfalis.com> who will provide you with alternative registration method. **Note: If you do not use the App to register the Product and Eligible Device, where permitted by law, claims made under this Product Performance Guarantee will be subject to a thirty (30) day waiting period.**
3. **Confirmation of Registration.** Upon successfully completing all of the steps above, then you will receive a confirmation email, at your designated email address, indicating that the

Product registration has been completed. If you do not receive a confirmation email, it is your responsibility to contact ASFALIS, via <https://helpdesk.asfalis.com>, to resolve this situation. **Note: Product will not be considered validly registered unless you have received the confirmation email.** Completed registrations are not audited until a submission of claim. It is the sole responsibility of the consumer to follow all instructions and supply accurate information. Non-compliance may result in a denial of claim.

Claim Submission Process:

YOU MUST SUBMIT YOUR PRODUCT PERFORMANCE GUARANTEE CLAIM TO ASFALIS BEFORE INITIATING ANY INSURANCE CLAIM OR GETTING YOUR ELIGIBLE DEVICE REPAIRED.

Submit a one-time Product Performance Guarantee claim as follows:

1. File a Claim for the damaged Eligible Device by accessing the claims portal at <https://claims.asfalis.com> or by using the Claim Button located in the confirmation email you received upon successful registration and providing all requested information. If you are unable to submit a claim using the methods above, you can contact Customer Support at <https://helpdesk.asfalis.com>.
2. Your Claim will be verified by ASFALIS as follows:
 - a. In order for your Claim to be finally accepted and validated, ASFALIS will verify the following information:
 - i. Name of person submitting Claim matches the name associated with the registered Product (as submitted during the Registration Process).
 - ii. All required information was submitted during the Registration Process, including images of your valid proof of purchase.
 - iii. The Product was properly registered within **30 days** of date listed on original dated proof of purchase image (as provided during the Registration Process).
 - iv. The Product is authentic (serial numbers not found in counterfeit list).
 - v. Your device is an Eligible Device under this Product Performance Guarantee.
 - vi. The damage to the Eligible Device is covered under the Product Performance Guarantee and the claim is otherwise valid under the requirements of this Product Performance Guarantee. Where applicable, you may be required to provide ASFALIS with photographic evidence of the damage. Your Claim will not be processed unless and until you provide sufficient photographic evidence of the damage, as reasonably determined by ASFALIS.

3. If your Claim passes the verification process, then ASFALIS may provide further instructions via email, which may include suggestions on where to have your Eligible Device repaired.
4. If your Claim does not pass the verification process, then you will be notified via email that your Claim has been denied, and the email will include the reason for the denial (e.g., incomplete information, mismatched information, Product cannot be verified as authentic, etc.).
5. If you do not receive an email notification, it is your responsibility to contact ASFALIS at <https://helpdesk.asfalisis.com> to resolve this situation.
6. If your Claim is approved, you will have **thirty (30) days** from the date of approval to complete the Claims process in **one** of the following ways:
 - a. **Reimbursement for Repairs**. Have your Eligible Device repaired and upload a valid proof of repair to the Claims Portal. After uploading valid documentation confirming the completion of approved repairs, ASFALIS will review the documentation and, if accepted, prompt you to provide information required to process a payment to you for the cost of the repair, **not to exceed the maximum benefit amount**. Failure to provide payment information within thirty (30) days of request by ASFALIS will result in an automatic cancellation of your Claim. **If the cost of repair exceeds the maximum benefit amount, you are solely responsible for paying any portion of the actual cost of repair in excess of the maximum benefit amount.**
 - b. **File a Claim with Your Mobile Device Insurance Carrier**. If you purchased insurance coverage for your Eligible Device and you've filed a claim under said policy and paid the applicable deductible to your insurance carrier, then you may upload valid proof of payment of the deductible to the Claims Portal. After uploading documentation confirming payment of a deductible to your insurance carrier, ASFALIS will review the documentation and, if accepted, prompt you to provide information required to process a payment to you for reimbursement of the cost of the deductible, **not to exceed the maximum benefit amount**. Failure to provide payment information within thirty (30) days of request by ASFALIS will result in an automatic cancellation of your Claim.
7. Failure to complete step 6a **or** 6b above within the specified time period will result in an automatic cancellation of your Claim.
8. Once the Claim has been completed (either finally approved or denied) your one-time use of the Product Performance Guarantee is deemed completed and the Product Performance Guarantee is no longer available to you for the Product and the Eligible Device to which it was affixed.
9. By filing a claim under this Product Performance Guarantee, you acknowledge and agree that it is your obligation to provide any and all information requested by ASFALIS to process your claim. Your failure or refusal to provide all such information in the timeframe provided by ASFALIS may result in the denial of your claim.

10. Submission of a claim under this Product Performance Guarantee will require you to submit certain personal data. Personal data submitted during the claim submission process is subject to a Data Privacy Policy, which can be found here: <https://dataprivacy.asfalıs.com>. **Note: if you exercise your right to be forgotten, all personal data, including your registration for this Product Performance Guarantee will be removed from our systems and, as a result, you will be unable to submit a claim.**

ADDITIONAL TERMS AND CONDITIONS

1. This Product Performance Guarantee applies only to the original purchaser of the Product and is not transferable.
2. The Product Performance Guarantee is only available to the specific Eligible Device that you registered during the Registration Process and is non-transferable to other devices. By submitting a Claim under the Product Performance Guarantee, you are representing to ASFALIS that the Product was used in accordance with its Instructions. Any misrepresentation by you may constitute fraud, and, in addition to voiding the Product Performance Guarantee, may subject you to legal action by ASFALIS.
3. ASFALIS reserves the right to modify the processes, procedures, parameters, or other terms of the Product Performance Guarantee, or terminate the Product Performance Guarantee entirely, at any time, without prior notice to you. If ASFALIS terminates the Product Performance Guarantee, it may, at its sole option: (i) continue to honor valid Registrations that are made within the applicable Registration Period prior to the effective date of termination of the Product Performance Guarantee; or to the extent permitted by law, (ii) provide you with reasonable compensation (as determined by ASFALIS in its sole discretion). The current status of the Product Performance Guarantee and applicable terms are available upon request from ASFALIS at <https://helpdesk.asfalıs.com>.
4. All Product Performance Guarantee claims of any nature are barred if the Product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, or negligence.
5. ASFALIS offers this Product Performance Guarantee separate and apart from the BodyGuardz® Limited Lifetime Warranty For Cases. Submitting a claim under the Limited Lifetime Warranty For Cases shall not constitute notice of a claim under this Product Performance Guarantee. Neither the submission of nor approval of a claim under the Limited Lifetime Warranty For Cases shall in any way operate to extend or renew the term (duration) of this Product Performance Guarantee.
6. **LIMITATION OF LIABILITY.** IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL MANUFACTURER, DISTRIBUTOR, OR ANY SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, DATA LOSS, LOSS OF BUSINESS, LOSS OF INCOME, BUSINESS INTERRUPTION, DAMAGE TO REPUTATION, INCONVENIENCE, ETC.), REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE

OR OTHERWISE. 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 THE MANUFACTURER, DISTRIBUTOR AND ANY SUPPLIERS SHALL BE LIMITED TO THE MAXIMUM BENEFIT AMOUNT INDICATED FOR THE PRODUCT THAT YOU PURCHASED. SOME 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. All parts of this Product Performance Guarantee shall apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. If a court of competent jurisdiction determines that ASFALIS cannot enforce a part of this Product Performance Guarantee as written, that part shall be deemed replaced with similar terms to the extent enforceable under the applicable law (or where the court will not amend this Product Performance Guarantee, such part will be severed), but the remainder of this Product Performance Guarantee shall not be altered.
8. Unless a mandatory provision of applicable law provides otherwise, repairs performed in satisfaction of this Product Performance Guarantee may utilize new or refurbished parts.
9. ASFALIS does not warrant, is not responsible for and shall not be held liable for repairs performed on your Eligible Device. Some repairs may void the manufacturer's warranty on your Eligible Device.