

cellhelmet® Altitude Pro / Fortitude Pro
Conditional Product Guarantee
Terms and Conditions

cellhelmet® Altitude Pro / Fortitude Pro Product Guarantee Terms and Conditions

The cellhelmet® Altitude Pro / Fortitude Pro (the “Product”) is co-developed by cellhelmet (“cellhelmet”) and Asfalıs, Inc. (“ASFALIS”) and distributed together with ASFALIS’s Mobile App (as defined below). As set forth herein, ASFALIS offers a product guarantee for a period of one year from the date of Product purchase, subject to the terms and conditions set forth herein (“Conditional Product Guarantee”). The Conditional Product Guarantee is administered by ASFALIS. Under the Conditional Product 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’s packaging, which is incorporated into by reference and constitutes a material limitation of the Conditional Product Guarantee. **NOTE: YOU MUST RETAIN YOUR VALID DATED PROOF OF PURCHASE FOR THE PRODUCT.**

Conditional Product Guarantee

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

If you purchase a qualifying Product from an 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 pay 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’s packaging, which is incorporated into by reference and constitutes a material limitation of this Conditional Product Guarantee. The Conditional Product 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 Conditional Product 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, 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.

Conditional Product Guarantee Exclusions

This Conditional Product 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 Conditional Product 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 Conditional Product 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 Conditional Product 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 Conditional Product 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 Conditional Product 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.

Classes of Eligible Devices for the Conditional Product Guarantee

This Conditional Product Guarantee is offered only when the Product is properly affixed to the make and model of smartphone for which the Product was designed for use with (as indicated on the Product packaging), and which must be undamaged and fully functioning when the Product is purchased and first affixed to that smartphone (an “Eligible Device”).

Conditional Product Guarantee Eligibility Requirements

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

1. You must have purchased the Product from an 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 Conditional Product Guarantee is not offered to business or organizational accounts (e.g. school districts, corporate IT departments).

Conditional Product Guarantee Registration Process:

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 Conditional Product Guarantee. Registration will become available one calendar day after the purchase date of the Product.

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

1. **Using the Mobile App.** Follow the in-package Instructions to download the ASFALIS Registration App (the “Mobile App”) on your Eligible Device and complete the following steps:
 - a) Successfully pass all Eligible Device functionality tests presented within the Mobile App;
 - b) Provide your contact information, including, but not limited to, name, address, email, phone number;
 - c) 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; AND
 - d) Enter all requested information, which may include but is not limited to the Product purchase date, receipt number, name and address of retailer and upload a photo of your receipt, which must clearly show the date of purchase, the place of purchase and the Product line item.
2. **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.asfalismwarranty.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.

Conditional Product Guarantee Claim Submission Process:

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

1. File a Claim for the damaged Eligible Device by accessing the claims portal at <https://claims.asfalismwarranty.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.asfalismwarranty.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 purchase receipt.
 - 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 Conditional Product Guarantee (including confirmation that your IMEI matches the make/model of the smartphone for which the Product was intended to be used).
 - vi. The damage to the Eligible Device is covered under the Conditional Product Guarantee and the claim is otherwise valid under the requirements of this Conditional Product 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 instructions 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.asfalismwarranty.com> to resolve this situation.
6. If your Claim is approved, You will have thirty (30) days from the date of approval to have your Eligible Device repaired by the designated repair provider. If the designated repair provider is unable to perform the repair or indicates that your Eligible Device is not capable of being repaired, ASFALIS may arrange for a different repair provider to repair your Eligible Device and/or confirm that repairs are not possible. If no nearby repair provider has the necessary parts or tools to complete the repair service, or if a second repair provider confirms that your Eligible Device is not capable of being repaired, ASFALIS may authorize a one-time benefit payment to you in an amount not to exceed the maximum benefit amount indicated on the Product's packaging. Failure to complete all repairs within this time period will result in an automatic cancellation of your Claim. **In the event that the cost of repair of your Eligible Device exceeds the maximum benefit amount of this**

Conditional Product Guarantee, then you are responsible for paying the difference between the maximum benefit amount and the actual cost of repair.

7. If your Eligible Device is repaired, after uploading the receipt confirming the completion of approved repairs, ASFALIS will review the repair receipt 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 indicated benefit amount. Failure to provide payment information within thirty (30) days of request by ASFALIS will result in an automatic cancellation of your Claim. **Note: For a receipt to be valid, it must contain, at a minimum, the following information:**
 - a. The itemized list of repairs performed and the corresponding cost of each repair. If you are having parts replaced that are excluded above (e.g. batteries), those must be listed separately and will not be included in your reimbursement calculation.
 - b. The date of repair
 - c. The location of repair
 - d. The IMEI number of your device being repaired
8. If the repair provider determines that your Eligible Device is not capable of being repaired, you must obtain a technician's written report reflecting that determination and you must submit that technician's report to ASFALIS together with a receipt documenting the purchase of a replacement device. ASFALIS will review the technician's report and receipt and, if accepted, prompt you to provide information required to process a payment to you for the actual cost of the replacement device, not to exceed the maximum indicated benefit amount. Failure to provide payment information within thirty (30) days of request by ASFALIS will result in an automatic cancellation of your Claim. **Note: for a technician's report to be valid, it must at a minimum, include the date, location of inspection, IMEI of the device being inspected, and be printed on the repair provider's branded forms. In addition, receipts for the purchase of a replacement device must include, at a minimum, the date of purchase, the seller's name, location, and contact information, as well as the description, cost, and IMEI of the replacement device.**
9. Once the Claim has been completed (either finally approved or denied) your one-time use of the Conditional Product Guarantee is deemed completed and the Conditional Product Guarantee is no longer available to you for the Product and the Eligible Device to which it was affixed.
10. By filing a claim under this Conditional Product 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.

ADDITIONAL TERMS AND CONDITIONS OF CONDITIONAL PRODUCT GUARANTEE

1. This Conditional Product Guarantee applies only to the original purchaser of the Product and is not transferable.

2. The Conditional Product 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 Conditional Product 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 Conditional Product 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 Conditional Product Guarantee, or terminate the Conditional Product Guarantee entirely, at any time, without prior notice to you. If ASFALIS terminates the Conditional Product 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 Conditional Product Guarantee; or (ii) provide you with reasonable compensation (as determined by ASFALIS in its sole discretion). The current status of the Conditional Product Guarantee and applicable terms are available upon request from ASFALIS at <https://helpdesk.asfalismwarranty.com>.
4. All Conditional Product 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 Conditional Product Guarantee separate and apart from any limited warranty.
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 Conditional Product 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 Conditional Product 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 Conditional Product Guarantee, such part will be severed), but the remainder of this Conditional Product Guarantee shall not be altered.

8. Unless a mandatory provision of applicable law provides otherwise, repairs performed in satisfaction of this Conditional Product 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.