

cellhelmet® Liquid Glass
Conditional Product Guarantee
Terms and Conditions

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Manufacturer 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 for you by the Manufacturer’s designated administrator, Asfalis, Inc. (the “Administrator”). Under the Conditional Product Guarantee, if your Eligible Device (as defined below) is properly registered and subsequently experiences screen breakage while the Product is properly applied to your Eligible Device screen, then you will be entitled to submit a claim for the repair or replacement of your Eligible Device screen, 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 apply 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 the screen on your Eligible Device cracks, causing the Eligible Device to not operate as intended within **one (1) year** following the date you purchased the Product, then, if you file a valid claim (as defined below), the Administrator will arrange for you to be reimbursed for the actual cost of repair or replacement of the Eligible Device’s screen only, 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, control buttons, cameras, back glass/encasements).

Conditional Product Guarantee Exclusions

This Conditional Product Guarantee does not cover any Physical Damage other than screen breakage. This Conditional Product Guarantee expressly excludes Physical 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 screen 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 damage to your Eligible Device screen if the Product has not been properly applied to your Eligible Device in accordance with the Instructions. Your Eligible Device must have the Product applied and in place at the time the Eligible Device screen 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 applied to an undamaged and fully functioning glass screen of a smartphone, smartwatch, tablet, or laptop (each an “Eligible Device”). NOTE: THE PRODUCT ONLY PROTECTS GLASS SCREENS AND SHOULD NOT BE APPLIED TO DEVICES WITH NON-GLASS SCREENS, WHICH ARE NOT ELIGIBLE DEVICES UNDER THIS CONDITIONAL PRODUCT GUARANTEE.

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 apply the Product to the screen of an Eligible Device in accordance with the instructions provided with the Product (the “Instructions”).
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 the Administrator.
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 Asfalix 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 (if applicable), 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. **Alternative Registration.** If you are unable to access and utilize the App to register the Product and Eligible Device, you may contact the Administrator at <https://helpdesk.asfalixwarranty.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 Conditional Product 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 the Administrator, via <https://helpdesk.asfalixwarranty.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 the Administrator as follows:
 - a. In order for your Claim to be finally accepted and validated, the Administrator 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.
 - vi. The damage to the Eligible Device's screen is covered under the Conditional Product Guarantee and the claim is otherwise valid under the requirements of this Conditional Product Guarantee. You are required to provide the Administrator 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 the Administrator.
3. If your Claim passes the verification process, then the Administrator will provide further instructions via email, which may include instructions on where to have your Eligible Device screen 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 the Administrator 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 screen** repaired or replaced by the designated repair provider. If the

designated repair provider is unable to perform the repair or indicates that your Eligible Device screen is not capable of being repaired, the Administrator may arrange for a different repair provider to repair your Eligible Device screen; provided however, 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 screen is not capable of being repaired, the Administrator 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 or replacement of your Eligible Device screen 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 or replacement.**

7. After uploading the receipt confirming the completion of approved repairs, the Administrator 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 the Administrator 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 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 applied.

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 Manufacturer 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 Manufacturer.
3. Manufacturer 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 Manufacturer terminates the Conditional Product Guarantee, Manufacturer shall either, in its reasonable discretion: (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 reasonably determined by Manufacturer). The current status of the Conditional Product Guarantee and applicable terms are available upon request from the Administrator at <https://helpdesk.asfaliswarranty.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. Manufacturer offers this Conditional Product Guarantee separate and apart from the Limited Warranty. All time periods specified herein run concurrently with (not in addition to) time periods specified in the Limited Warranty.
6. **LIMITATION OF LIABILITY.** IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL MANUFACTURER, THE ADMINISTRATOR, DISTRIBUTORS OR 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 AND ANY OF ITS ADMINISTRATORS, DISTRIBUTORS AND/OR 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 Manufacturer 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, screen repairs performed in satisfaction of this Conditional Product Guarantee may utilize new or refurbished parts.
9. The Administrator 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.