

**MOBILE MECHANIC BY ASURION**  
**MAINTENANCE AGREEMENT**  
**TERMS FOR SERVICE**

Last updated: April 25, 2022

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE, AND UTILIZING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

**YOU MAY NOT OBTAIN THE SERVICES IF YOU: (A) DO NOT AGREE TO AND ACCEPT THESE TERMS; (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT; OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SERVICES OR ANY ASSOCIATED WEBSITE OR MOBILE APPLICATION OR ANY OF THE WEBSITE OR MOBILE APPLICATION'S CONTENTS OR SERVICE OFFERINGS UNDER APPLICABLE LAW.**

**THIS MAINTENANCE AGREEMENT IS NOT A SERVICE CONTRACT NOR AN INSURANCE POLICY. NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS AN AGREEMENT TO PROVIDE INSURANCE OR SERVICE CONTRACT COVERAGE. THIS AGREEMENT CONTAINS A [MANDATORY ARBITRATION PROVISION](#), WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A [WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS](#). IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

This Agreement applies generally and unless otherwise specified to all vehicle support services (the "Services") and includes the Mobile Mechanic Terms for Service, Order Form, Referral Program Terms and Conditions, and the Privacy Policy (collectively, the "Agreement"). This Agreement governs Your use of the Services, the Website, emails or text messages, and the Mobile Application through which You engage with Us to schedule and obtain the Services. Vehicle support services may include either maintenance services ("Maintenance Services"), one of Our enrollment-based services ("Enrollment Services"), premium service offerings ("Premium Services") or the signature oil change ("Signature Oil Change"). Additional terms and conditions may apply for each specified Service offering all of which are more fully described in the applicable Order Form which is incorporated by reference into this Agreement. The Mobile Mechanic by Asurion Referral Program Terms and Conditions included apply to referrals for Services made under the Mobile Mechanic by Asurion referral program and are incorporated by reference into this Agreement.

**1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean ID8 Solutions, Inc. (an affiliate of Asurion, LLC), and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and any person or entity represented by that individual; and (c) the word "Vehicle(s)" means the eligible motor vehicle in which You instruct Us to carry out the Services. A Vehicle's eligibility to receive the Services or to enroll in one of Our Enrollment Services is in Asurion's sole discretion.

**2. PRIVACY POLICY.** You acknowledge that when You visit the Website or utilize the Mobile Application to schedule and confirm Your Order for the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about You and Your Vehicle and/or about Your access or use of the Website and Mobile Application. You also may be required to provide certain information about Yourself, Your vehicle, Your address and a description of the geographic and physical location where the Services are to be performed by Asurion. All information We collect through or in connection with Your scheduling, ordering of, Our performance of the Services and Your payment for the Services is subject to Our Privacy Policy which is available at <https://www.asurion.com/mobile-mechanic/privacy-policy/>. This Privacy Policy explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the

Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your information, You acknowledge and agree that You provide it to Asurion at Your own risk.

**3. ORDER INITIATION.** You may initiate an order for any of the Services by contacting Us electronically on the internet either by responding to an advertisement directly through Our Website <http://www.getmobilemechanic.com/>, through our online advertisements or by contacting any of Our representatives in Our call center at 1-888-441-4690 from 8:00 a.m. – 6:00 p.m. CST Monday-Friday.

**4. ORDER ACCEPTANCE AND PAYMENT FOR SERVICES.** You agree that Your selection of the applicable Services and request to schedule those Services under this Agreement constitutes the acceptance of a valid offer by Us to You to purchase the Services (“Order”). An Order is non-binding until an Order Form is electronically signed in accordance with Section 36 of this Agreement by both You and Us, at which point it becomes incorporated into and part of this Agreement. Your initial Order is complete once We confirm the Order by sending You such confirmation by text message to the cellular telephone number You have provided to Us and/or upon receipt of an email to the email address You have provide to Us to confirm the scheduling of the Services. Subject to Our sole discretion We may cancel an Order at any time and for any reason even after We send You a confirmation text and email confirming the Order. You are not required to consent to text messaging in order to obtain the Services. For the avoidance of doubt, all Orders are finalized at the time of payment and the electronic acceptance of this Agreement at the point of sale. The Order is complete upon Our obtaining payment from You in accordance with Section 33 of this Agreement and Our receipt of Your digital signature on the electronic Order Form provided to You by Us at the point of sale upon Our performance and completion of the Services. Order Form means the document provided by Us at the point of sale upon the performance and completion of the Services which references this Agreement and sets forth the pricing and specific details of the Services selected and scheduled by You during the ordering process.

**5. ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION.** The information contained at [www.getmobilemechanic.com](http://www.getmobilemechanic.com) may contain inadvertent or unintentional errors or inaccuracies and may not be complete or current. We reserve the right to correct errors, inaccuracies, or omissions and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to Service description, pricing, and availability. In the event that a Service item and description is listed at an incorrect price or with incorrect information due to an error in pricing, We shall have the right, at Our sole discretion, to refuse or cancel any orders placed for that Service. In the event that a Service is mispriced, We may, at Our discretion, either contact You for instructions or cancel Your order and notify You of such cancellation. Any reliance on the material on this Website is at Your own risk. We reserve the right to modify the contents of this Website at any time, but We have no obligation to update any information on Our Website. You agree that it is Your responsibility to monitor changes to Our Website.

**6. TEXT MESSAGING.** We rely on both text and email communications to You in order to confirm Your appointment for service and to communicate with You in the course of scheduling, arriving at the designated location to perform the Services and upon completion of the Services. In order to communicate with You via text for the purposes outlined in this Section 6, We will ask You to provide consent. You may reply to Our text message with STOP to cancel. Messaging and data rates may apply.

**7. EMAIL COMMUNICATION.** When You place an Order for the Services and provide us Your email address You consent to Our communication with You electronically via email. This includes any required notifications (i.e., legal, technical, regulatory, security, or privacy) relating to Your obtaining and Our provisioning of the Services. You may withdraw Your consent to receive commercial messages that do not directly relate to Your obtaining or Our provisioning of the Services at any time by clicking the “unsubscribe” link located at the bottom of the email communication You receive from Us. You may also contact Our privacy office c/o Office of the General Counsel, 140 11<sup>th</sup> Ave North, Nashville, TN 37203.

**8. AVAILABILITY OF THE SERVICES.** Asurion offers the Services by appointment, between the hours of 9:00

a.m. and 5:00 p.m. CST Monday -Friday. Where applicable, an individual seeking to use the Services as an authorized agent of the registered vehicle owner may be required to provide relevant identifying information.

**9. ELIGIBILITY FOR SERVICES.** Service eligibility and initiation of service performance is subject to: (a) a visual and physical inspection of the vehicle prior to Service; (b) confirmation that the vehicle located on the address premises ("Service Location") which has been scheduled for Service meets Asurion's service eligibility criteria which is governed by the year, make and model of Your vehicle and availability of parts for vehicle service; (c) confirmation that no modifications to the vehicle exist that would make the vehicle ineligible or unsafe for the performance of Services; (d) within the defined geographic area for Service. Subject to Our sole discretion, We determine eligibility during the initial ordering process and confirm eligibility in accordance with the requirements of this Section 9 at the designated Service Location.

**10. ELIGIBLE SERVICE LOCATIONS.** When You Order a Service, the location of the Service is determined by You subject to the availability of the Services in Your geographic location, and subject to the eligibility requirements set forth in Section 9 of this Agreement. Service locations are agreed upon and confirmed upon acceptance of Your Order and confirmation of the Service Location by text message or email communication. We must have access to a driveway or defined parking space with a flat, stable surface that allows for six (6) feet of free space around the Vehicle. We will not perform the Services on public property, such as public streets or parking lots. We reserve the right to not accept an Order if We determine the Service Location is cost prohibitive for Our service technicians to travel in order to perform the Services.

**11. PRICING AND SERVICE DESCRIPTIONS.** Pricing and service descriptions are contained on the Order Form which is incorporated by reference into this Agreement.

**12. CANCELLATION FEE.** You may cancel the Services any time up to thirty minutes before the scheduled Services is set to begin. Failure to cancel Services may result in a \$25.00 cancellation fee.

**13. ATTENDANCE FEE.** In the event that upon arrival at the designated location as specified in the Order Asurion is unable to perform or complete the Services through no fault of Ours, You may be charged for the work actually carried out at the standard hourly rate within the sole discretion of Us together with any parts or materials used in the course of providing the Services.

**14. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, RELIABLE, COMPLETE, OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO MAINTAIN THE SERVICES AND THAT SERVICES MAY BE CANCELLED AT ANY TIME AND FOR ANY REASON OR NO REASON. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**15. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ASURION'S PROVIDING THE SERVICES TO YOU AS THE REGISTERED VEHICLE OWNER OR AUTHORIZED AGENT OF THE REGISTERED VEHICLE OWNER FOR PURPOSES OF OBTAINING THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DAMAGES TO YOUR VEHICLE OR PERSONAL PROPERTY INCURRED AS A RESULT OF ASURION'S PERFORMANCE OF THE SERVICES, ASURION NOT IDENTIFYING A MATERIAL OR MECHANICAL DEFECT IN YOUR VEHICLE, YOUR FAILURE TO DISCLOSE A MATERIAL OR MECHANICAL DEFECT OR MATERIAL MODIFICATION IN THE VEHICLE DURING THE ORDERING PROCESS THAT IF KNOWN BY ASURION WOULD HAVE MADE THE VEHICLE INELIGIBLE FOR THE SERVICES OR AFFECT ASURION'S ABILITY TO COMPLETE THE SERVICES, MISUSE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, ANY ERROR OR MALFUNCTION IN THE COLLECTION, PROCESSING, OR RETENTION WITH RESPECT TO REFERRALS SUBMITTED UNDER OUR REFERRAL PROGRAM, ANY ERROR OR MALFUNCTION RELATED TO YOUR ACCEPTANCE, RECEIPT, POSSESSION, MISUSE, OR USE OF ANY REWARD PROVIDED UNDER OUR REFERRAL PROGRAM, ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR ANY ACTIVITY RELATED THERETO, OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**16. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM). For any dispute with Asurion, You agree to first contact Us and attempt to resolve the dispute with Us informally.

**A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.

**B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.

**C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this Agreement. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.

**D.** The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.

**E.** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

**17. CLASS ACTION WAIVER.** In furtherance of Section 16A to this Agreement, any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 17 shall expressly survive cancellation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.** If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

**18. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

**19. THIRD-PARTY CONTENT.** Your use of the Website or the Mobile Application may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.

**20. THIRD-PARTY CONTRACTORS.** We may from time to time in our sole discretion engage third parties to perform the Services under this Agreement.

**21. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Website, Mobile Application and the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Website, Mobile Application or the Services, including ways to improve the Website or Mobile Application or other products or services ("Ideas"), You

agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.

**22. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following (a) Your alleged or actual breach of this Agreement; (b) Your Misuse of the Website or Mobile Application; (c) Your breach of Section 21 of the Agreement; (d) Your alleged or actual violation of any applicable rule, law or regulation in connection with obtaining the Services; (e) Your negligence or willful misconduct that result in damage to Your vehicle or personal property as a consequence of Asurion's or Asurion's Subcontractor's performance of the Services; (f) Your negligence or willful misconduct that result in the injury or death of any Asurion employee or an Asurion Subcontractor. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

**23. ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**24. SEVERABILITY & WAIVER.** If any term in this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.

**25. TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.

**26. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute Our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**27. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include vehicle support, which consists of the parts and labor required to carry out certain maintenance and care of Your Vehicle. If available, this may include oil change services, inspection and checkup services, and maintenance services. Inspection and checkup services and maintenance services may include but are not limited to checking, modifying, replacing, or replenishing Your Vehicle's fluids, tires, lights, wipers, interior, exterior, and engine. The Services also cover referrals made under the Mobile Mechanic by Asurion referral program, which is more fully described in the Mobile Mechanic by Asurion Referral Program Terms and Conditions.

**28. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Vehicle at issue. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Vehicle. When seeking the Services, You represent to Us that any information or data disclosed to Asurion is not confidential or proprietary to You or any third party. When seeking the Services, You (a) expressly consent to vehicle support personnel accessing Your Vehicle, and (b) authorize Us to effect changes to Your Vehicle to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible. You further represent that You

or an adult (18 years or older) will be present while the Services are provided to Your Vehicle. You represent that You will provide a safe, non-threatening environment for Our vehicle support personnel in order to receive the Services.

**29. MISUSE.** You shall not misuse the Website or Mobile Application, including, without limitation, using the Services in any manner that: (a) interferes with or interrupts the Services or any hardware, software, system or network connected with the Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion Services on a vehicle without permission; (d) tampers with or makes unauthorized access to Our Website or Mobile Application or materials or connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Website or Mobile Application or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement any workaround to any copy protection, rights management, or security features in or protecting the Website or Mobile Application; or (g) uses any robot, spider, or other automatic device, process, or means to use the Website or Mobile Application.

**30. SUPPORT SERVICES EXCLUSIONS.** The Services do not include, among other things, (a) assistance with services that are not related to Your Vehicle or services not within the scope disclosed in the Order Form, Our current marketing materials, or to You prior to Our performance of the Services; (b) inspection or diagnostic support not related to Your Vehicle; (c) modification or removal of any vehicle parts not included in the Services; (d) installation of aftermarket vehicle parts not included in the Service; (e) assistance with vehicles We consider ineligible for the Services, including but not limited to vehicles older than a certain year, with a broken or altered odometer, that have ever been a total loss, salvaged, rebuilt, or is a grey market vehicle, valued above a certain monetary threshold, diesel vehicles, vehicles that do not use an internal combustion engine, or motorized bicycles, scooters or motorcycles; (f) assistance with vehicular damage, breakdowns, wear and tear or exposure or defects; including the failure to adhere to a normal, routine maintenance and care schedule as prescribed for Your Vehicle's make, model, and year; (g) reimbursement for third-party maintenance services, except where relevant and applicable and only as indicated on the Order Form; (h) any service not listed in this Agreement; and (i) issues resulting from misuse, alteration, negligence, or accident. If Your Vehicle required additional maintenance services not provided under this Agreement, please refer to Your Vehicle's owner's manual for recommended services and intervals.

**31. COMMERCIALY REASONABLE EFFORTS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Vehicle after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Vehicle. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

**32. ENROLLMENT IN OUR ENROLLMENT SERVICES.** Enrollment in Our Enrollment Services is on a per-Vehicle basis. That is, for example, if You would like two Vehicles enrolled in Our Enrollment Services, You will need to purchase two separate enrollments, one for each Vehicle. If You enroll a Vehicle in one of Our Enrollment Services on a monthly (or annual) term basis, the term and monthly (or annual) billing for the Services begins on the date You enroll the Vehicle, as indicated on Your enrollment confirmation, and automatically continues on a month-to-month (or annual) basis unless cancelled.

**33. PAYMENT.** You agree to pay a fee for the Services. If You enroll Your Vehicle in one of Our Enrollment Services on a monthly (or annual) term basis, You agree to pay the monthly (or annual) fee for the Services disclosed to You at the time You enroll Your Vehicle and Order the Services. The monthly (or annual) fee, plus applicable taxes, will be billed on a monthly (or annual) basis to the credit or debit card You provided when You enrolled Your Vehicle. Non-payment by You will result in the cancellation of Your enrollment in the Services on a monthly (or annual) term basis. It is Your responsibility to maintain a valid credit or debit card with Us to process payments, and failure to do so may result in the cancellation of Your enrollment in the Services on a monthly (or annual) term basis. All prices, discounts, and promotions, that may be posted at [www.getmobilemechanic.com](http://www.getmobilemechanic.com), are subject to change without notice. The price charged for a Service will be the price in effect at the time the Order is placed and will be set out in

Your order confirmation. We may offer from time to time promotions that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern. We reserve the right at any time to modify or discontinue the Service offered for sale without notice at any time. Terms of payment are within Our sole discretion and payment must be received at the time You enroll Your Vehicle and Order the Services. You represent and warrant that (i) the credit card information You supply to us is true, correct and complete, (ii) You are duly authorized to use such credit card for the purchase, (iii) charges incurred by You will be honored by Your credit card company, and (iv) You will pay charges incurred by You at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted at the time of Your order.

**34. ENROLLMENT SERVICE TERM AND RENEWAL.** If You enroll Your Vehicle in one of Our Enrollment Services on a monthly (or annual twelve month term basis (“Term”), the Services automatically renew from month-to-month (or annually) unless cancelled as set forth below in Section 35 of this Agreement. If You enroll Your Vehicle in one of Our Enrollment Services on an annual basis, We will provide You with notice of renewal prior to automatically renewing Your enrollment. We reserve the right to add additional Services at any time during the term of the Maintenance Agreement without notice at no additional cost to You. If we materially change our offering during the Term of Your Agreement we will provide you with updated Agreement terms and conditions reflecting such changes.

**35. CANCELLATION.** If You enroll Your Vehicle in one of Our Enrollment Services on a monthly (or annual) term basis, Your enrollment can be cancelled by You at any time for any reason by notifying Us at [support@getmobilemechanic.com](mailto:support@getmobilemechanic.com). We may cancel Your enrollment in the Services on a monthly (or annual) term basis for any reason by notifying You at least thirty (30) days prior to the effective date of the cancellation, which notice shall state the effective date and reason for cancellation. If cancellation occurs within three (3) days of enrolling in the Enrollment Services, You will receive a full refund for the Enrollment Services and will only be charged for the Signature Oil Change and any Maintenance Services performed. If cancellation occurs after three (3) days of enrolling in the Enrollment Services, You will receive the 100% pro-rata amount associated with the remaining current monthly (or annual) term in which the cancellation occurred less any uncollected fees, plus applicable taxes, for Services provided to You.

**36. ELECTRONIC SIGNATURES.** Each of the parties hereto agrees that the transaction consisting of this Agreement (and, to the extent permitted under applicable law, each certificate, receipt or similar closing document delivered in connection with the closing of this transaction) may be conducted by electronic means. Each party agrees, and acknowledges that it is such party’s intent, that if such party signs this Agreement using an electronic signature, it is signing, adopting, and accepting this Agreement or such closing document and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

**37. DELIVERY OF E-SIGNED AGREEMENT.** Each of the parties agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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**MOBILE MECHANIC BY ASURION**  
**REFERRAL PROGRAM TERMS AND CONDITIONS**

These Referral Program Terms and Conditions contain additional terms applicable to referrals for vehicle support services made under the Mobile Mechanic by Asurion referral program (“Program”).

- 1. Definitions.** In the Referral Program Terms and Conditions, the words “You” and “Your” mean a person who uses the Program as either a referring customer (“Referrer”) or a referred new customer (“Referred Customer”), and any person or entity represented by that individual. The word “Message” means a written communication, such as an email or text message, sent by or to You under this Program.
- 2. How the Program Works.** The Referrer will receive a Message regarding this Program and must follow the instructions given by Us to refer friends, family members or colleagues. Referrers may refer a maximum of 15 friends, family members or colleagues during the entirety of the Program. Once a Referrer makes a referral, the Referrer will be provided with a unique referral link, which allows them to receive the benefit or reward upon the Referred Friend’s completion of the referral and according to the instructions We provide. **Referrers are considered the actual sender of the referral Messages and therefore must have the Referred Customer’s consent to send the referral and must otherwise abide by applicable law.** Referred Customers must complete the referral as described or linked to in the referral Message to be eligible for any reward or benefit under the Program.
- 3. Restrictions.** Eligibility is limited to individuals only. Your eligibility to participate in the Program is in Asurion’s sole discretion. The Program cannot be used by businesses for affiliate lead generation or posted on discount sites. Referrers cannot refer themselves or create multiple or fake accounts with Us or participate in the Program as Referred Customers. No one may use this Program to violate any law, infringe upon or violate the rights of any third party, or otherwise act in a manner that, in Our sole discretion, is harassing, harmful, illegal, hateful, obscene, or outside the spirit and intent of the Program. In addition, You may not (i) tamper with this Program, (ii) act in an unfair, deceptive, or disruptive manner, or (iii) use any system, program, or other tool to participate or receive any benefit in the Program. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

We reserve the right, in Our sole discretion, to limit the number of referrals made under this Program and to limit the total number of referrals made during the entirety of the Program at any time for any reason.

Our employees and contractors may not participate in the Program.

- 4. Rewards.** When a referred customer completes a service booked under this Program, in Our sole discretion, the Referrer and Referred Customer will each receive a gift card. Referrers can earn up to a maximum of \$1500 in rewards during the entirety of the Program. Referred Customers can earn up to a maximum of \$200 in rewards during the entirety of the Program. Rewards may be offered in various forms or amounts at Our sole discretion. Restrictions may apply. Rewards are subject to verification. We may delay a reward to investigate, if necessary. We may also refuse to verify and process any transaction for any reason.

Unless otherwise stated, rewards have no monetary value and *may not* be redeemed for cash. They are not transferable and may not be auctioned, traded, bartered or sold.

- 5. Bulk Distribution (“Spam”).** Each Referrer is the actual sender of the Messages and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues, and family members. By submitting any email address or phone number as part of the Program, the Referrer represents that he/she has the appropriate permission and consent. Bulk Message distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for ineligibility for this Program

and further legal action. We have no obligation to monitor the Program or any communications; however, We may choose to do so and block any Messages, remove any such content, or prohibit any use of the Program. **Referrers who do not comply with the law, including anti-spam laws, are obligated to indemnify Us against any liabilities, costs, and expenses We incur from such spam.**

- 6. Sign-In Credentials.** If available and where applicable, You are responsible for maintaining the confidentiality of any sign-in credentials and are fully responsible for all activities that occur through their use. You agree to notify Us immediately if You suspect unauthorized access to Your account. You further agree that We will not be liable for any loss or damage arising from unauthorized use of Your credentials.

In addition, You acknowledge that We are not responsible for any failure to use appropriate measures to ensure reliable communication in connection with Your participation in this Program. You are fully responsible for Your own internet connection, hardware and other devices used in the course of Your participation in this Program, and as such, You are solely responsible for ensuring that Messages about rewards and other Program benefits are not blocked as spam or junk Messages or otherwise deleted or mishandled.

- 7. Right to Cancel, Modify, Suspend, or Terminate the Program.** We reserve the right to cancel, modify, suspend, or terminate this Program at any time for any reason. We reserve the right to disqualify anyone at any time from participation in this Program if the person does not comply with any of these Referral Program Terms and Conditions or any terms under the Agreement.

**Mobile Mechanic by Asurion Order Form**  
Version 1.0

**One-Time Signature Oil Change: \$99** (plus tax)

Includes the parts and labor required to carry out the following:

- Removal and Disposal of Current Oil
- Addition of Synthetic Oil
- Replacement of Oil Filter

**One-Time Premium Services: \$40** (plus tax)

Includes the parts and labor required to carry out the following inspection and top-off services:

- Premium Vehicle Inspection
  - Engine
    - Engine Air Filter
  - Body Damage
    - Decklid
    - Driver Side
    - Passenger Side
    - Rear Sides
    - Bumpers
    - Hood & Grille
    - Roof
    - Fuel Cap Door
    - Windshield Cowl
  - Lights
    - Headlights
    - High Beams
    - Brake Lights
    - Rear Lights
    - Reverse Lights
    - License Plate Light(s)
    - Turn Signal Lights
  - Tires
    - Air Pressure
    - Inner and Outer Sidewall
    - Treadwear
    - Depth of Treads
    - TPMS Light
    - Spare Tire
  - Wheels
    - Hubs TPMS Light
  - Windows/Windshield
    - Driver Side
    - Passenger Side
    - Rear Sides
    - Sunroof
    - Windshield
    - Rear Window/Hatch
  - Climate Systems
    - Cabin Air Filter
  - Electrical
    - Battery
  - System Faults
  - Levels of Fluids
    - Engine Coolant
    - Brake Fluid
    - Washer Fluid
    - Power Steering Fluid
    - Transmission Fluid
    - Engine Oil
  - Other
    - Hoses
    - Mirrors
    - Cabin Air Filter
    - Wiper Blades
    - Vehicle Registration (License Plate Only)
    - Backup Camera
    - Safety Systems
- Top Off (as necessary)
  - Fluids
    - Engine Coolant
    - Brake Fluid
    - Wiper Fluid
    - Power Steering Fluid
  - Air in Tires

**One-Time Maintenance Services:** See pricing below for each service

During a Signature Oil Change visit, We may suggest and You may elect that We perform any of the following Maintenance Services, where available:

- Tire Rotation: \$56 (plus tax)
- Wiper Blade Replacement: \$49 (plus tax)
- Air Filter Replacement: \$28 (plus tax)
- Engine Filter Replacement: \$42 (plus tax)
- Fuel Cleaning: \$21 (plus tax)
- Engine Belt Replacement: \$70 (plus tax)

Note: In addition to the service cost, you will be charged a \$20 (plus tax) flat labor fee for Our performance of one or more of the Maintenance Services during a visit.

**SIGNATURE OIL CHANGE and PREMIUM Monthly or Annual Enrollment Services**

**Monthly \$24.99** per month (plus tax) or  **Annual \$239** per year (plus tax).

Includes the parts and labor to carry out the following:

- Three (3) visits to Your Vehicle to perform a Signature Oil Change and Premium Services

listed above over a 12-month period.

- Note: By enrolling in this type of Enrollment Services, and upon receiving the Signature Oil Change and Premium Services listed above, you will have two (2) Signature Oil Changes and Premium Services remaining over a 12-month period.

**SIGNATURE OIL CHANGE, PREMIUM, and MAINTENANCE Monthly or Annual Enrollment Services**

**Monthly \$29** per month (plus tax) or  **Annual \$299** per year (plus tax).

Includes the parts and labor to carry out the following:

- Two (2) visits to Your Vehicle to perform a Signature Oil Change, Premium Services, and Maintenance Services (where available and applicable) listed above over a 12-month period.
  - Note: By enrolling in this type of Enrollment Services, and upon receiving the Signature Oil Change and Premium Services listed above, you will have one (1) Signature Oil Change, Premium Services, and Maintenance Services remaining over a 12-month period.
  - You will not be charged the \$20 (plus tax) flat labor fee for Our performance of one or more of the Maintenance Services during a visit.
  - If You have already received Your two (2) visits in the current 12-month period, but would like to engage Us for additional services, You may request an additional visit for Us to perform any of the following services, where available:
    - Tire Rotation: \$40 (plus tax)
    - Wiper Blade Replacement: \$35 (plus tax)
    - Air Filter Replacement: \$20 (plus tax)
    - Engine Filter Replacement: \$30 (plus tax)
    - Fuel Cleaning: \$15 (plus tax)
    - Engine Belt Replacement: \$50 (plus tax)
    - Signature Oil Change: \$99 (plus tax)

Note: In addition to the service cost, You will be charged a \$50 (plus tax) mobile convenience fee for Our performance of one or more of the services during the additional visit.
- Roadside assistance services provided by Urgently. Such services are subject to Urgently's Terms and Conditions, which contain important information about the services covered and applicable exclusions.
- The following discounts are available under this type of Enrollment Services:
  - Tires: 10% reimbursement (up to \$100) on Your purchase and installation of new tires by submitting a reimbursement to Us.
  - Brake Repair: 10% reimbursement (up to \$100) on Your purchase of brake pad and/or brake rotor replacement by submitting a reimbursement to Us.
  - Battery Replacement: 10% reimbursement (up to \$100) on Your purchase of a new battery by submitting a reimbursement to Us.

To obtain a reimbursement, first, contact Us at [support@getmobilemechanic.com](mailto:support@getmobilemechanic.com) or 1-888-441-4690 from 8:00 a.m. – 6:00 p.m. CST Monday-Friday. You will need Your receipt of Your purchase of tires, brake repair, or battery replacement to complete the reimbursement process.

Your purchase of tires, brake repair, or battery replacement from an automotive servicer or parts provider may be subject to separate terms and conditions that are not incorporated into this Agreement.

Note: If available and as applicable, additional vehicle services may be offered to You. If available, the scope and pricing of additional vehicle services will be disclosed to You and, if you elect to purchase such services, added to Your Order at the point of sale.

**By signing below, You understand and agree to the Mobile Mechanic by Asurion Maintenance Agreement, including the Terms for Service, Order Form, Referral Program Terms and Conditions, and the [Privacy Policy](#), and to Urgently's Terms and Conditions, as applicable.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_