

# Mobile Device Care

Service Contract Terms and  
Conditions and Technical Support  
Terms of Service

**asurion**

# Mobile Device Care

## Summary of Key Terms and Conditions

Mobile Device Care <sup>1</sup>	<p><b>Monthly Charge (per enrolled mobile number):</b>  <b>Tier 1 - \$5; Tier 2 - \$9; Tier 3 - \$11.</b>  Includes Service Contract and Tech Support.</p>
Billing	<p><b>Your Protection Plan will continue to renew monthly until canceled.</b> Monthly charges are billed to your credit card. Applicable service fees are paid by credit card at the time the claim is approved.</p>
Covered Incidents	<p><b>Service Contract:</b> Coverage for Accidental Damage from Handling (ADH) begins day 1, and mechanical and electrical breakdowns (malfunction) due to defects in materials or workmanship or normal wear and tear begins after the manufacturer’s warranty expires.</p> <p><b>Tech Support:</b> Access to tech support to answer virtually any tech question about the associated mobile device – from setup to troubleshooting and more.</p> <p>For coverage to apply to a mobile device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the covered incident.</p>

<sup>1</sup> **Mobile Device Care** is a combination of a service contract and technical support. The service contract is provided by Asurion Warranty Protection Services, LLC, or one of its affiliates. The technical support is provided by Asurion Services, LLC and Asurion Mobile Applications, LLC.

Replacement Device	<p>Claims fulfilled with a replacement device and approved by 1am ET Mon – Sat (11am ET Sun) will be shipped and in most cases delivered the next day. Replacement devices may be new or refurbished of the same or like kind and quality model. Phone color, brand, model and features may be different.</p>
Covered Device	<p>Includes the wireless device and, if part of the covered loss, standard battery (if removable), and standard charger.</p>
Screen Repair for Eligible Devices	<p>As soon as same-day screen repair may be available for eligible devices in limited areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer’s warranty. For eligible devices, visit <b><a href="https://www.asurion.com/claims/mobiledevicecare">asurion.com/claims/mobiledevicecare</a></b>.</p>
Claims Limits	<p>Three (3) ADH claims (excluding cracked screen repairs) per consecutive 12-month period. \$2,500 maximum value per claim.</p>
Cancellation Policy	<p>You may cancel your optional coverage at any time and receive a prorated refund of any unearned monthly charges.</p>
Arbitration	<p>Program coverage contains a binding individual Arbitration Agreement (express state exemptions may apply; please see your terms and conditions).</p>

<b>Service Fees</b>	A non-refundable service fee will be charged for each approved claim. Amounts are based on device tier and claim type. For eligible devices by tier, see the list on Page 4. For a full list of devices by tier, call Asurion at 877-723-8623 or visit <b>asurion.com/claims/mobiledevicecare</b> . Please visit <b>asurion.com/claims/mobiledevicecare</b> and refer to your terms and conditions anytime your device changes.
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## Service Fees

A nonrefundable service fee will be charged at the time of each approved claim, payable by credit card. Amounts may vary by tier as determined by device model.

	TIER 1	TIER 2	TIER 3
SERVICE CONTRACT SERVICE FEES			
<b>Cracked Screen Repair<sup>1</sup></b>	<b>\$29</b>	<b>\$29</b>	<b>\$29</b>
<b>Accidental Damage from Handling Replacement</b> (excluding Cracked Screen Repair)	<b>\$40</b>	<b>\$99</b>	<b>\$99</b>
<b>Malfunction</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Battery Replacement<sup>2</sup></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
TECHNICAL SUPPORT FEES			
<b>Tech Support</b> Click-to-chat support for device setup and troubleshooting	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Terms and conditions are subject to change and contain limitations and exclusions.

The Asurion Privacy Policy is available at <https://www.asurion.com/privacy-notice/>

<sup>1</sup> Cracked screen repair is available for select smartphones subject to parts, location and technician availability.

<sup>2</sup> Available for eligible devices outside of the manufacturer's warranty period that power on but fail to hold an adequate charge after diagnostic testing. Available for select devices in select areas subject to parts, location and technician availability.

Sample Device Schedule

Below are devices eligible for enrollment. This list may change from time to time. For an up-to-date list of covered devices, go to [asurion.com/claims/mobiledevicecare](https://asurion.com/claims/mobiledevicecare).

You can also check [asurion.com/claims/mobiledevicecare](https://asurion.com/claims/mobiledevicecare) anytime your device changes for your applicable service fees and monthly charge.

TIER 1	TIER 2	TIER 3
TCL 30 Z	Samsung Galaxy S23	Samsung Galaxy Z Flip 5
TCL ION V	Samsung Galaxy S23 FE	Samsung Galaxy S24
TCL Flip 2	Google Pixel 8	Samsung Galaxy S24+
Samsung Galaxy A14 5G	Apple iPhone 12	Samsung Galaxy S24 Ultra
	Apple iPhone 13	Apple iPhone 14 Pro
	Google Pixel 8a	Google Pixel 8 Pro

Repair for Cracked Screens

- Enjoy as fast as same-day screen repair for \$29 per claim for eligible devices.
- Repair options for eligible smartphones may include: getting a repair at an Asurion authorized repair location, having a technician come to you, or getting a repair by mail—subject to parts, technician and location availability.
- Repaired devices get a 12-month limited warranty.
- For eligibility, including the latest models, visit [asurion.com/claims/mobiledevicecare](https://asurion.com/claims/mobiledevicecare). Eligible devices and available markets are subject to change at any time.
- Available on eligible smartphones that have a cracked front screen only (damage to the back glass or other damaged components beyond the front glass are ineligible for cracked screen repair).

Device Replacement

- Enjoy as fast as next-day replacement for eligible devices (subject to parts, location, and technician availability).
- The replacement device will be the same make/model you claim if available. If unavailable, a comparable make/model will be substituted.
- Claims may be fulfilled with new or refurbished equipment and may contain original or non-original parts. Replacement devices may be a different brand, model or color. Compatibility of accessories is not guaranteed.
- Your replacement device comes with a 12-month limited warranty.

# Important Disclosures

## Dispute Resolution/Binding Arbitration

BINDING ARBITRATION: WHILE WE TRY AND RESOLVE DISPUTES, THE SERVICE CONTRACT AND TECHNICAL SUPPORT TERMS OF SERVICE CONTAIN A MANDATORY BINDING INDIVIDUAL ARBITRATION AGREEMENT THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE SERVICE CONTRACT AND TERMS OF SERVICE. THE ARBITRATION AGREEMENT DOES NOT PREVENT YOU FROM INFORMING FEDERAL, STATE OR LOCAL AGENCIES OF ANY DISPUTE. IF YOU DO NOT AGREE TO SUBMIT DISPUTES TO BINDING INDIVIDUAL ARBITRATION, OR YOU DO NOT AGREE TO ANY OTHER PROVISION OF THE ARBITRATION AGREEMENT, YOU SHOULD NOT ENROLL IN WIRELESS PHONE PROTECTION PRODUCTS.

## Electronic Communications

Program communications, including legal notices and terms and conditions, may be sent to you electronically using the last email address on file with your wireless provider, the mobile number identified in the wireless provider's system as the account owner and/or any other email address or mobile number you provide to your wireless provider or Asurion, unless prohibited by state law. If electronic delivery is not possible, this information will be mailed to you.

## Cancellation Policy

You may cancel your optional coverage at any time and receive a prorated refund of your unearned monthly charge by calling your wireless provider. Wireless provider contact

information can be found here: [asurion.com/legal/mobiledevicecare](https://asurion.com/legal/mobiledevicecare).

## Coverage is Optional

Service Contract and Tech Support coverage is optional, and you are not required to purchase in order to buy your wireless provider's services or devices. Service Contract program enrollment and replacement authorization shall be provided by Asurion Warranty Protection Services, LLC, or one of its affiliates, in accordance with the terms and conditions of the Service Contract. Tech Support shall be provided by Asurion Services, LLC and Asurion Mobile Applications, LLC.

## Non-Return Fee

If your device is damaged or malfunctioning, you can avoid a non-returned equipment charge applicable to the model of the device that we replace by simply returning the device as directed by us in the return envelope that we provide to you.

## Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Service Contract and the Technical Support Terms of Service when you enroll.

## How to file a claim:

Just go to [asurion.com/claims/mobiledevicecare](https://asurion.com/claims/mobiledevicecare), available 24/7, or call **877-723-8623** (available daily 7am - 11pm ET).

*NOTE: Holidays may affect hours of operation. Claims must be filed within 60 days of the incident.*

# Mobile Device Care Service Contract Terms and Conditions

We, the Administrator or Your wireless carrier from whom You purchased the Covered Equipment and this Plan, may make available additional equipment and services at a discount from time to time, for Your consideration.

## Mobile Device Care

### Plan Providers\*:

**Asurion Warranty Protection Services, LLC**  
**Asurion Warranty Protection Services of Florida, LLC**  
**Asurion Warranty Protection Services of Puerto Rico, Inc.**

\*As used in this Plan, “We,” “Us,” and “Our” means the provider obligated under this Plan as follows: If this Plan is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Services of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. “You” and “Your” means the person who purchased this Plan. If purchased by phone, internet or other electronic means this Plan is purchased in the state identified by Your billing address in the records of Your wireless carrier at the time of purchase.

### *Terms & Conditions*

These Plan terms and conditions together with Your bill (“Bill”), sales receipt or order confirmation (the “Plan”) govern the program, so You should keep this Plan for future reference. Your wireless telephone number for the Covered Equipment is Your Plan number.

**Agreement.** You agree to all the provisions of this Plan when You order the program and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, sales receipt, order confirmation email, separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or Your wireless carrier, You are authorizing Us to communicate with You electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section in these Plan terms and conditions regarding cancellation.

### **Definitions.**

**1> “Seller”** means Your wireless carrier and any subsidiaries, affiliates, successors, and assignees, the seller of this Plan.

2> **“Asurion”** means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at P.O. Box 805227, Chicago IL 60680 or call 1-866-856-3882.

3> **“Administrator”** means Asurion.

4> **“Covered Equipment”** means the device that We have designated as eligible for coverage under the Plan which is activated with wireless telecommunications service for the enrolled wireless telephone number on Your account with Your wireless carrier on the date the Operational Failure or Accidental Damage from Handling of the Covered Equipment occurs and for which air time has been logged by Your wireless carrier as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card.

5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear or the standard battery's failure to hold an electrical charge in accordance with the applicable performance threshold following the expiration of Your manufacturer's warranty.

6> **“Accidental Damage From Handling” (“ADH”)** means unintentional or accidental damage that occurs in the course of normal use or handling.

7> **“Replacement Equipment”** means the **NEW, REFURBISHED OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT** which We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment.

8> **“Date Issued”** means the date You enrolled in coverage under this Plan.

9> **“Authorized Service Provider(s)”** mean(s) a location designated by Us as authorized to provide repairs or Replacement Equipment.

**What is Covered.** If the Covered Equipment fails due to an Operational Failure or ADH, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If We determine that We cannot service Your Covered Equipment as specified in this Plan, We may, at Our discretion: (i) replace it with a Replacement Equipment; (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment; or (iii) at Our discretion, issue You a gift card, check, or electronic payment, for the replacement cost of the Covered Equipment, as

determined by Us, based on its value immediately prior to the breakdown, not to exceed the original purchase price You paid for the Covered Equipment, excluding sales tax, as indicated on Your sales receipt or order confirmation email. Non-original parts may be used for repair of the Covered Equipment. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold, We will repair, or, at Our sole option, replace an unlimited number of standard batteries for eligible connected devices. If failure occurs in the standard battery or standard charger in conjunction with the Operational Failure or ADH of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery or one standard charger as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished, in Our sole discretion.** The wireless device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. **NOTE: For Your Covered Equipment:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on Your Covered Equipment.

#### **COVERAGE BENEFITS BEGINNING ON THE DATE ISSUED:**

- ADH
- Power Surge Protection
- Access to technical assistance and support for Your Covered Equipment through Mobile Device Care Tech Support during the term of this Plan. Mobile Device Care Tech Support terms of service can be accessed and downloaded at [www.asurion.com/MDCsupport](http://www.asurion.com/MDCsupport).

**Plan Period.** The term and monthly billing for this Plan begins on the date You enroll and continues on a month-to-month basis unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage outlined above, which begin on the Date Issued, all other Plan coverage becomes effective immediately following the expiration of Your wireless carrier's store return policy or the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled pursuant to the provisions in this Plan.



**Charges.** The cost of this Plan will be billed to You in monthly increments for the duration of the Plan term, unless this Plan is cancelled or fulfilled as described below, in which case billing will cease. During the term of this Plan, You will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the Seller to process payments, failure to do so may cause Your Plan to be cancelled. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a Replacement Equipment.

**MANUFACTURER'S RESPONSIBILITIES:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

## WHAT IS NOT COVERED

The Plan does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing Operational Failures or ADH of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; 6> Service performed by unauthorized repair personnel; 7> Covered Equipment with altered or missing serial or IMEI numbers; 8> "No Problem Found" diagnosis or failure to follow the manufacturer's instructions; 9> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan; 10> Introduction of foreign objects and 11> Inherent defects that are the responsibility of the manufacturer.

Further, Covered Equipment does not include and the Plan does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers (one standard

charger will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if the charger has also failed); or 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; 6> Covered Equipment that is missing any part or parts.

**Claim Limit.** This Plan will cover up to, but no more than, three (3) covered ADH claims, except for unlimited repair or replacements due to cracked screens, in any one twelve (12) consecutive month period. There are no claim limits due to all other Operational Failure. For any single claim, the maximum amount We will spend to replace or repair the Covered Equipment is \$2,500.00.

**To Obtain Service.** If Your Covered Equipment experiences an ADH or Operational Failure, You may go online to [www.asurion.com/claims/mobiledevice](http://www.asurion.com/claims/mobiledevice) twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 7am - 11pm ET daily at 877-723-8623 to speak to an agent. **All claims must be authorized in advance.**

**Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at authorized repair centers, Authorized Service Providers, by mail, or by sending a remote technician to Your location. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. At Our sole discretion, We may require that You return or send pictures of the original Covered Equipment to Us for inspection by Our authorized service center, or We may require You to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan.

You must file Your claim within sixty (60) days of an ADH or Operational Failure. If You fail to file Your claim within sixty (60) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We will provide the Replacement Equipment by mail within ten (10) business days, in most cases, or We may require You to pick up the Replacement Equipment at a retail location in Your area. You



may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan.

To obtain technical support, call 877-723-8623 or visit [www.asurion.com/MDCsupport](http://www.asurion.com/MDCsupport).

**Claim Service Fee.** For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim as set forth in the schedules below.

Covered Device Tier:	ADH Cracked Screen Repair:	ADH Replacement:	All other Operational Failures (excl. battery repair/replacement)	Battery Repair/Replacement
Tier 1	\$29.00	\$40.00	\$0.00	\$0.00
Tier 2	\$29.00	\$99.00	\$0.00	\$0.00
Tier 3	\$29.00	\$99.00	\$0.00	\$0.00

**Return of Replaced Equipment/Non-return Charge.** Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment to an Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within thirty (30) days of delivery, in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.**

**Charge for Non-Covered Claims.** If We ship You Replacement Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Covered Equipment did not suffer an Operational Failure or ADH covered by the Plan. You will be charged a non-covered claim charge, unless You return the Replacement Equipment, in good working order, at Your cost of shipping within ten (10) days of Our notification. If You return the Replacement Equipment as required by this Plan, We will return to You Your original Covered Equipment.

**TRANSFERABILITY:** This Plan is not transferrable by You, and may not be assigned by You.

**Cancellation.** This Plan is provided on a month-to-month basis and may be cancelled by You at any time for any reason by notifying Your wireless carrier. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any payments made by You under this Plan, less the cost of any claims that have been paid or repairs that have

been made. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by You or by Us for any reason at any time. In the event We cancel this Plan, We shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. If We cancel this Plan, We will refund You 100% of the pro-rata amount of the unearned portion of the Plan price paid, less the cost of any claims that have been paid or repairs that have been made. For residents of Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington, Wisconsin, Wyoming, and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month. If You fail to make any payment for this Plan or any charge provided for in this Plan, this Plan will be cancelled on the date the payment was due. We may cancel this Plan immediately if We discover any abuse of this Plan, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with Your wireless carrier for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Plan.

**Insurance.** This Plan is not an insurance policy however, Our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Puerto Rico, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming, and all other states required by law. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, or if We become insolvent or otherwise financially impaired, You may contact Continental Casualty Company directly at 1-800-831-4262 to report Your claim.

**Full Faith and Credit.** Our obligations under this Plan not insured under an insurance policy are backed by the full faith and credit of Asurion.

**Limitation of Liability.** IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY ASURION OR YOUR WIRELESS CARRIER WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY ASURION OR YOUR WIRELESS CARRIER HEREUNDER, ASURION AND YOUR WIRELESS CARRIER'S RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR YOUR WIRELESS CARRIER'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR YOUR WIRELESS CARRIER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR YOUR WIRELESS CARRIER HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR ASURION OR YOUR WIRELESS CARRIER'S PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND YOUR WIRELESS CARRIER, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Plan immediately.

**Waiver.** No waiver in whole or in part of any term or condition of this Plan shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. We will post the current claim service fee schedule at [www.asurion.com/claims/mobiledevice](http://www.asurion.com/claims/mobiledevice) or You can ask for the current fee by calling 877-723-8623.

**Arbitration Agreement. Please read this section carefully. It affects Your rights.** For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "We" and "Us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Plan Provider and Administrator of this Plan (as defined above), and (2) the Seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting Us at 877-723-8623. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE**

**THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute You have with Us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent You from bringing an individual action against Us in small claims court instead of pursuing arbitration.
- e. Does not prevent You from informing any government agency of Your dispute. They may be able to seek relief on Your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within thirty (30) days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of Your mailing address unless You and We agree to a different location.

**3. FEES:**

- a. In most cases We will pay all filing, administration and arbitrator fees. If the arbitrator finds that Your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse You for a filing fee paid to the AAA. If You are unable to pay a filing fee, We will pay it if You send Us a written request.

**4. ARBITRATION DECISION:**

- a. You and We agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

- b. If the arbitrator finds in Your favor and the damages awarded are greater than the last settlement We offered, We will do the following.
  - We will pay You the greater of the damages or \$7,500.
  - We will also pay Your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right We have to recover attorney's fees and expenses from You if We win the arbitration.
- d. If You seek declaratory or injunctive relief, it can only be awarded as necessary to provide You relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A.A. is null and void.

#### State specific provisions:

While all state specific provisions are included in this Plan, You will only remain enrolled in this Plan if Your billing address continues to remain in Your wireless carrier's coverage area. Moving outside of the coverage area constitutes cancellation of this Plan by You, subject to the **Cancellation** section of this Plan.

**In Arizona:** The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by Your wireless carrier, its assignees, subcontractors and/or representatives, or to any conditions that We or Your wireless carrier knew or reasonably should have known. The **Arbitration Agreement** of this Plan does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Subsection 5> of the second paragraph of the **What is Not Covered** section in this Plan is replaced with the following: "**5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by You.**" Subsection 3 of the first paragraph of the **What is not Covered** section is deleted and replaced with the following: "**3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation by someone other than us or our agent, or customer negligence;**"

**In California:** We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us or Your wireless carrier.

The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at [departmentc@asurion.com](mailto:departmentc@asurion.com), or by calling Your wireless carrier's cancellation telephone number available at <https://www.asurion.com/legal/mobiledevicecare>, or by writing the Administrator at: P.O. Box 805227, Chicago, IL 60680. This Plan is offered on a month to month basis. Your wireless carrier may offer other service contract programs and benefits which may be provided to You by Your wireless carrier. We obtained Your affirmative consent to the continuous monthly term of this Plan when You enrolled in the Plan.

In California, the form number for use under this Plan is as follows: 633 (11/25)  
v. RM1

**In Connecticut:** In the event of a dispute with Us or the Administrator that cannot be resolved, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of this Plan.

**In Florida:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**In Georgia:** We may non-renew, but only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated thirty (30) days prior to the effective date of cancellation. As stated in the **Arbitration Agreement** section of this Plan, either party may bring an individual action in small claims court. The **Arbitration Agreement** section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the **Arbitration Agreement** section shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6. Subsection 1> of the first paragraph of the **What is Not Covered** section in this Plan is replaced with the following: "**Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You.**" Subsection 4> of the first paragraph of the **What is Not Covered** section in this Plan is replaced with the following: "**pre-existing Operational Failures or ADH known to You, of the Covered Equipment occurring before the time it was established as the Covered Equipment.**"

**In Maine:** The eighth sentence of the **Cancellation** section is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge provided for in this Plan, this Plan will be cancelled upon fifteen (15) days’ notice to You.” The ninth sentence of the **Cancellation** section is deleted and replaced with the following: “Upon fifteen (15) days’ notice, We may **cancel** this Plan if We discover any abuse of this Plan, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You.”

**In Minnesota:** The eighth sentence of the **Cancellation** section is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge provided for in this Plan, this Plan will be cancelled upon five (5) days’ notice to You.” The ninth sentence of the **Cancellation** section is deleted and replaced with the following: “Upon five (5) days’ notice, We may cancel this Plan if We discover any abuse of this Plan, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You.”

**In Nevada:** If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The eighth sentence of the **Cancellation** section is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge provided for in this Plan, this Plan will be cancelled upon fifteen (15) days’ notice to You.” The second and third sentences of the **Cancellation** section are deleted and replaced with the following: “If this Plan is cancelled by You: (a) within thirty (30) days of the receipt of this Plan, You will receive a full refund of the monthly Plan payments made by You under this Plan; or (b) after thirty (30) days of the receipt of this Plan, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee. The fifth sentence of the **Cancellation** section is deleted and replaced with the following: “If this Plan is cancelled by Us at any time, You will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee.” If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term, unless, with fifteen (15) days notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which

occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. Your right to void this Plan during the first thirty (30) days following receipt is not transferable and applies only to the original Plan purchaser. In the event of a Force Majeure, We will not cancel this Plan. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Plan will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Plan. If We fail to pay the cancellation refund as stated in the **Cancellation** section, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The second sentence of the **Agreement** section is deleted and replaced with the following: “We may change the monthly charge for the Plan, the administration of the Plan, or We may change these terms and conditions from time to time upon at least fifteen (15) days’ written notice to You. Any changes to these Terms and Conditions that are required to be filed in advance by Us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective.” Subsection 5> of the second paragraph of the **What is Not Covered** section in this Plan is replaced with the following: **“IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.”** Contact Us at 877-723-8623 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**In New Hampshire:** If the Plan is cancelled, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. Contact Us at 877-723-8623 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of the Plan is subject to RSA 542.

**In New Mexico:** If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term, or one (1) year, whichever occurs first unless any of the following occurs, in which case this Plan will be cancelled with fifteen (15) days’ notice to You: 1> You fail to



pay any amount due; **2>** You are convicted of a crime which results in an increase in the service required under the Plan; **3>** You engage in fraud or material misrepresentation in obtaining this Plan; **4>** You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Plan.

***In New Jersey:*** This Contract is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

***In New York:*** If Your Covered Equipment experiences an operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear during the manufacturer's warranty period, device set-up for the replacement device You receive may be available at an Authorized Service Provider by calling 877-723-8623.

***In North Carolina:*** The purchase of this Plan is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew but may not cancel this Plan prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Plan. The third sentence of the **Cancellation** section is deleted and replaced with the following: "In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made".

***In Oklahoma:*** Coverage provided under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Plan. Oklahoma license number: 44198043.

***In Oregon:*** The Arbitration Agreement section of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns of Plan Provider and Administrator, as defined above; and Your wireless carrier and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of Your concerns about the Plan can be addressed simply by contacting Us at

877-723-8623. In the event We cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

***In Puerto Rico: Purchaser's Name:*** \_\_\_\_\_  
***Mobile Phone Number:*** \_\_\_\_\_

With respect to Plans purchased in Puerto Rico, the following changes apply: **1>** The Waiver provision of this Plan is deleted and does not apply. **2>** The **Definitions** section is amended to add the following definition: **10> "Acts of God and the Elements"** refers to destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, flood, hurricanes, tidal waves, among others. **3>** The **Limitation of Liability** section is deleted in its entirety and replaced with the following: **Limitation of Liability.** IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY YOUR WIRELESS CARRIER OR ASURION WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY YOUR WIRELESS CARRIER OR ASURION HEREUNDER, YOUR WIRELESS CARRIER AND ASURION'S RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF YOUR WIRELESS CARRIER OR ASURION'S PERFORMANCE. FURTHER, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, YOUR WIRELESS CARRIER AND ASURION HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY YOUR WIRELESS CARRIER OR ASURION, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. **THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED PROVISION OF THIS PLAN.** **4>** All references to "claim service fee" throughout this contract are deleted and replaced with the word "deductible". **5>** The third sentence of the **Charge for Non-Covered Claims** section is deleted and replaced with the following: If You return the Replacement Equipment as required by this Plan, We will return to You Your original Covered Equipment and no shipping and restocking charge (\$0.00) will be included on Your Bill. **6>** If You have enrolled in coverage under this Plan, We guarantee that the Covered Equipment is included in the list of eligible

devices. 7> The fifth sentence of the **Arbitration Agreement** section is deleted and replaced with the following: In the event We cannot resolve any disputes, including claims under this Plan, that You or We may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.** 8> The eighth sentence of the **Cancellation** section is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge provided for in this Plan, the Plan will be cancelled upon fifteen (15) days notice to You.” 9> All references to “You” and “Your” throughout this contract are deleted and replaced with “Contract Holder.” 10> Item 3 in the first paragraph of the **WHAT IS NOT COVERED** section is amended by replacing the word “abuse” with “fraudulent activity.” 11> The **Arbitration Agreement** section is amended to add the following: “Any award rendered in accordance with this Contract’s Arbitration Agreement shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to Us within forty-five (45) days’ of the arbitrator’s award. If You reject the arbitration decision pursuant to the terms herein, You may go to the courts of Puerto Rico to resolve the dispute.”

**In South Carolina:** Contact Us at 877-723-8623 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, SC 29201 or 1-800-768-3467.

**In Texas:** If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to Us. Texas License Number: 344.

**In Utah: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The ninth sentence in the **Cancellation** section is deleted and replaced with the following: “This Plan may be cancelled by Us or the Administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying You in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying You in writing at least

ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation.” The following language is added to the **To Obtain Service** section: “Failure to notify within the prescribed time will not invalidate the claim if You can show that the notification was not reasonably possible.” The following sentence in the **What is Covered** section is deleted: “Nonoriginal parts may be used for repair of the Covered Equipment.” and replaced with: “Non-original parts may be used for repair of the Covered Equipment if original manufacturers’ parts are unavailable.” The **Arbitration Agreement** section is replaced with the following: “For the purpose of this Arbitration Agreement, references to “We” and “Us” also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Provider and Administrator, as defined above; and Your wireless carrier and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of Your concerns about the Plan can be addressed simply by contacting Us at 877-723-8623. In the event We cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings will be conducted within the state of Utah.”

**In Virginia:** Contact Us at 877-723-8623 with questions, concerns or complaints about this Plan. In the event You do not receive satisfaction under this Plan within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Plans to file a complaint.

**In Washington:** If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The eighth sentence of the **Cancellation** section is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge provided for under this Plan, this Plan will be cancelled upon twenty-one (21) days’ notice to You.” The ninth sentence of the **Cancellation** section is deleted and replaced with the following: “Upon twenty-one (21) days’ notice, We may cancel this Plan if We discover any abuse of this Plan, or any fraud or material misrepresentation made by You or with Your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to You.”

***In Wisconsin:* THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may non-renew, but only cancel this Plan before the end of the agreed Plan term on the grounds of nonpayment of the Plan fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use, by notifying you at least five (5) days prior to the effective date of cancellation. The eighth sentence of the **Cancellation** section of this contract is deleted and replaced with the following: “If You fail to make any payment for this Plan, or any charge provided for under this Plan, this Plan will be cancelled by notifying you at least five (5) days prior to the effective date of cancellation.” The third and fourth sentences of the first paragraph of the **Arbitration Agreement** section of this Plan are amended as follows: **1> TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS PLAN, OR SMALL CLAIMS COURT. BY AGREEING TO THIS PLAN, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the sentence “Is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (b) of the **Arbitration Agreement** section in this Plan is deleted in its entirety.

***In Wyoming:*** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Your wireless carrier, or a substantial breach of duties by You relating to Your wireless carrier service or its use. The **Arbitration Agreement** section in this Plan is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement section, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns; and Your wireless carrier and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which You purchased this Plan.

Administered by:  
Asurion Warranty Protection Services, LLC  
Asurion Warranty Protection Services of Florida, LLC  
Asurion Warranty Protection Services of Puerto Rico, Inc.  
P.O. Box 805227 • Chicago, IL 60680 • 877-723-8623  
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# Technical Support Terms of Service

## TECHNICAL SUPPORT TERMS OF SERVICE

This Terms of Use and Service Agreement for the Technical Support Application (“APP”) and technical support included in the Technical Support Services (the “Services”) (collectively, the “Agreement”) governs your use of the APP and Services.

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

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE APP OR 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 DOWNLOAD AND/OR USE THE APPLICATION OR THE SERVICES.**

**TECHNICAL SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. TECHNICAL SUPPORT TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE APP AND THE SERVICES.**

### Terms and Conditions Applicable to APP and the Services

**1. Definitions.** In this Agreement: (a) the words “Asurion” and “Our” and “Us” and “We” mean: 1) with respect to the APP, Asurion Mobile Applications, LLC, and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; 2) with respect to the Services, Asurion Services, LLC and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; (b) the words “You” and “Your” mean a person who downloads or uses the APP and/or Services and any person or entity represented by that individual; and (c) the word “Device(s)” means those eligible devices with operating systems Android 4.2+ and iOS 9.0+, and any additional devices as updated in Asurion’s sole discretion.

**2. Privacy Notice & Passwords.** You acknowledge that when you download, install, or use the APP and/or utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the APP. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the APP or

certain of its features or functionality and the APP may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this APP is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the APP and Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the APP and/or Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the APP and/or Services, You should immediately change or reset those passwords.

**3. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, or incur data usage or other fees or charges if You use the Service and/or download and use the APP. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services and/or APP.

**4. 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 AND APP 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 AND/OR APP, 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 AND/OR APP WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR APP WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR APP WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR APP WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR APP SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES AND/OR APP. YOU ACKNOWLEDGE AND AGREE

THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR APP AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE APP 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/OR APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**5. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES AND/OR APP, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE DEVICE, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR APP. 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 AND/OR APP AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**6. ARBITRATION AGREEMENT.** Most of Your concerns about the Services and/or APP can be addressed by contacting Asurion at [TERMSOFSERVICE@ASURION.COM](mailto:TERMSOFSERVICE@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 AND 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 and/or APP, whether based in contract, tort, statute, fraud, misrepresentation or otherwise.

- 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 ARB. 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.

**7. CLASS ACTION WAIVER.** In furtherance of Section 6A 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 7 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.

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

**9. THIRD-PARTY CONTENT.** The Services and/or APP 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 access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Notice do not apply to that 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 Notice do not apply to that third-party content.

**10. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services and/or APP 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 Services and/or APP, including ways to improve the Services and/or APP 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.

**11. 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 use or misuse of the Services and/or APP; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. 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.

**12. 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.

**13. SEVERABILITY & WAIVER.** If any term of 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.

**14. TERMINATION OR CHANGE OF THE APP AND 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 APP or 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 APP or 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 APP or Services as applicable.

**15. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the APP and Services are appropriate or available for use outside of the United States. We cannot guarantee that the APP and Services are compliant with any laws outside of the United States.

**16. 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.

*Asurion® and its logos are the trademarks of Asurion, LLC. All rights reserved. All other trademarks, service marks, and product brands that appear in the app and/or Services are not owned by Asurion and are the property of their respective owners. Asurion is not affiliated with, sponsored by, or endorsed by the respective owners of the other trademarks, service marks and/or product brands.*

#### **ADDITIONAL TERMS SPECIFIC TO THE APP**

**17. USE.** The APP is developed and provided by Asurion. The APP is intended for Your use only. You may download and use the APP only if You can form a binding contract with Asurion and You are not a person who is barred from downloading or using the APP by laws of the United States or any other applicable jurisdiction.

**18. LICENSE.** Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to download, install, access and non-commercial use of the APP solely as permitted by its functions and, where applicable, strictly in accordance with the APP's documentation. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

**19. RESERVATION OF RIGHTS.** You acknowledge and agree that the APP is provided under license, and not sold, to you. You do not acquire any ownership interest in the APP under this Agreement, or any other rights thereto other than to use the APP in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Asurion and its licensors and service providers reserves and shall retain their entire right, title, and interest in and to the APP, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

**20. FUNCTIONS.** The APP includes several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Asurion and/or Your carrier. Asurion does not warrant that the APP will be compatible with or operable on Your Device or that any particular APP function will be available to You. You acknowledge and agree that not all of the APP functions may be available to You at all times or at any time. Your Device must be powered on and within Your network carrier's coverage area for the APP to operate. Asurion reserves the right to change, suspend or discontinue the APP and/or any of its functions at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to the APP. Asurion will not assume any liability if You do not have the most current version of the APP on Your Device. Functions include but are not limited to:

- A. CLICK-TO-CALL.** If available, the Click-to-Call function may allow You to call a representative for assistance. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- B. CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Device. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- C. REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access,

with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of our third-party providers. You expressly consent to our support technicians remotely accessing Your Device and any other devices included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information and information regarding Your files and content.

- D. DATA COLLECTION AND USE.** If available, the APP may collect and convey certain data and information about Your Device. Information regarding Asurion's notices for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion Privacy Notice, available at <https://www.asurion.com/privacy-notice/>.

**21. PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address, mobile phone number, and/or other identifying information and create a password in order to access certain features and functions. If required, you agree that you will provide Asurion with complete and accurate information when creating Your account and using the APP. You are solely responsible for any activity that occurs on or in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the APP on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

**22. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device ("Non-Core Communications"), and You can opt out of receiving those Non-Core Communications by following the "unsubscribe" instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.

**23. RESTRICTIONS ON USE.** You shall not use the APP in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of any third party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the APP; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the APP; (c) redistribute,



rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the APP to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the APP.

**24. MISUSE.** You shall not misuse the APP, including, without limitation, using the APP in any manner that: (a) interferes with or interrupts the APP or any hardware, software, system or network connected with the APP; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion functions on a device without permission; (d) tampers with or makes an unauthorized 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 APP 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 APP; or (g) uses any robot, spider, or other automatic device, process, or means to use the APP.

**25. UPDATES.** We may from time to time in our sole discretion develop and provide APP updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree Asurion has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either: (1) the APP will automatically download and install all available Updates; or (2) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the APP or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the APP and be subject to all terms and conditions of this Agreement.

**26. OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The APP may include open source or third-party software, and Your use of the APP is subject to any licenses or agreements governing that software.

**27. COMPLIANCE WITH U.S. EXPORT LAWS.** The APP may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license

or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the APP available outside the US. By downloading the APP, You acknowledge that the APP is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the APP.

#### **ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE**

The following additional terms and conditions apply to You if You downloaded the APP from the Apple App Store ("iTunes-Sourced Software"). You acknowledge and agree that this Agreement is between You and Asurion only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Asurion. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Asurion. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or Your possession or use of that iTunes-Sourced Software infringes intellectual property rights, Asurion, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by this Agreement. You and Asurion acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement as relates to Your license of the iTunes-Sourced Software and that upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to Your license of the iTunes-Sourced Software against You as a third-party beneficiary thereof.

#### **ADDITIONAL TERMS SPECIFIC TO THE SERVICES**

**28. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and

technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto.

**29. AVAILABILITY OF SERVICES.** The Services are developed and provided by Asurion. The Services are available 24/7 via phone at 877-723-8623 and anytime via APP or by going to [asurion.com/MDCsupport](http://asurion.com/MDCsupport). The Services are available only for Your Device. Where applicable, an individual seeking to use the Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. You may also be able to access the App's "Click-to-Call" and "Click-to-Chat" features, if available.

**30. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. 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 Device or software. 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 technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

**31. MISUSE.** You shall not misuse the Services, 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 device without permission; (d) tampers with or makes an unauthorized 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 Services 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 Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Services.

**32. SUPPORT SERVICES EXCLUSIONS.** The Services do not include, among other things, (a) assistance with network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your Device;

(d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Device; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; or (i) installation of non-sanctioned applications.

**33. COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** 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 Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

**34. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or "hide" some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

**35. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any hardware, software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You regardless of the cause of any such loss or damage. You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs.



