

# **Business Tech Coach Security**

## **Technical Terms of Service**

Not applicable in New York or for New York customers

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**verizon**<sup>✓</sup>

**asurion**

## **BUSINESS TECH COACH SECURITY TECHNICAL TERMS OF SERVICE**

The Business Tech Coach Security Technical Terms of Service is a legal agreement between you, the end user (hereinafter, "You") and Cellco Partnership d/b/a Verizon Wireless (hereinafter, "Us" or "We"). Your use of Tech Coach (the "Services") is subject to the Business Tech Coach Security Technical Terms of Service described below (the "Terms"); Your use is also subject to the Verizon Wireless contract that governs Your wireless service relationship with Us (the Verizon Wireless Customer Agreement, the Verizon Wireless Major Account Agreement or the Verizon Wireless Enterprise Account Agreement, (collectively the "Verizon Wireless Service Agreement")), including its mandatory binding arbitration provision, which is available at [www.verizonwireless.com](http://www.verizonwireless.com). Please read both these Terms and the Verizon Wireless Service Agreement carefully and do not use the Services if You disagree with them. Additional information about the Services is available at [www.verizonwireless.com](http://www.verizonwireless.com).

### **Supported Devices & Use of Services.**

We, directly or indirectly, will provide the Services in accordance with these Terms. The Services are available for devices associated with each line enrolled in Business Tech Coach Security or a Verizon device protection option that includes Business Tech Coach Security (such devices collectively referred to as a "Supported Device"). To use the Services, You must have an active Verizon Wireless account and a Supported Device, and You must provide Us with the wireless number associated with Your Supported Device when seeking Services. Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to download certain Apps or supply and/or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software. Services may also include services provided at a third-party service provider that has been contractually retained by Verizon Wireless or its Services supplier.

**Scope of the Services.** The following Services are provided as described below:

#### ***Technical Support Services.***

The Services include technical support provided by Tech Coach experts for: (a) Your Supported Device(s) and the operating systems and software applications on it; and (b) the use of Your Supported Device(s) with other devices and services manufactured to be compatible with Your Supported Device(s) or intended to be connected to it (the "Technical

Support Services”).

The Technical Support Services do not include: (a) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (b) facilitating or activating over-the-air updates to operating systems, firmware, or other software on Your behalf; (c) diagnostic support unrelated to your Supported Device (unless otherwise described herein); (d) modification of Original Equipment Manufacturer (“OEM”) software; (e) installation of third-party software or OEM drivers not supported by the Supported Device; (f) setup or repair of peripherals or home or wireless routers, modems or networks; (g) installation of non-sanctioned applications as determined by Us in our sole discretion; (h) data migration from computer device to computer device; or (i) assistance with specialized devices related to medical care, including but not limited to, emergency assistance/first responder devices.

### ***Tech Coach Mobile Application.***

The Technical Support Services include access to the Tech Coach Mobile Application (the “Tech Coach App”) that is provided to You directly by Asurion Mobile Applications, LLC. The Tech Coach App provides several functions, including access to a Tech Coach who can provide Technical Support Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may at a future date provide other features and benefits. The Tech Coach App is subject to a separate end-user license agreement available at [www.phoneclaim.com/verizon/techcoachapp/terms/](http://www.phoneclaim.com/verizon/techcoachapp/terms/). The Tech Coach App end-user license agreement is independent of these Terms and the Verizon Wireless Customer Agreement.

### ***Device Refresh.***

The Services include access to Device Refresh services to optimize device functionality and performance of Supported Devices. Device Refresh services include device diagnostics; checkups for certain performance indicators, such as assessment of device speed, signal strength, and battery performance of Your Supported Device. The availability of these services is contingent on certain criteria, including device/model type and technician availability. These services are diagnostic only, and do not include troubleshooting, triage, repair or replacement services. Device Refresh services also include unlimited sanitization of Your Supported Device, case, screen and ports. Device Refresh services may be provided to You via web or at one of Our authorized repair locations, which are subject to change at any time. Visit <https://www.asurion.com/verizon/> to learn more.

### ***Same-Day Delivery and Setup.***

#### ***Newly Purchased Devices.***

In select locations, if You purchase an eligible new device through verizon.com, You may be eligible for same-day delivery and device setup by a delivery and setup expert ("Setup Services"). Your eligibility for Setup Services will be presented to You at the time of device purchase and will be determined based on the following criteria: (1) Your requested delivery location; (2) device eligibility; (3) time of purchase (e.g., Setup Services must be offered and accepted by You by 3:00 p.m., Central Time); and (4) availability of a setup expert.

### ***Insurance Replacements.***

In select locations, if you file a claim for an eligible smartphone under the Wireless Phone Protection insurance program ("WPP") and are offered a replacement device, you may be eligible for Setup Services. Your eligibility for Setup Services under the WPP program will be determined based on the following criteria: (1) Your requested delivery location; (2) smartphone model eligibility; (3) time that Your WPP claim is filed and approved; and (4) availability of a setup expert. Only claims filed and approved by 4:00 p.m., local time, and that meet Our eligibility requirements, may receive a replacement device from a setup expert by 9:00 p.m., local time, on the same day the claim was filed and approved. Your Supported Device's eligibility for this Setup Service is determined at the time an insurance claim is made and approved. Setup Services are available in select locations and for select smartphones only. Check [www.phoneclaim.com/verizon](http://www.phoneclaim.com/verizon) to determine if Your Supported Device is eligible and to determine locations where Setup Services are available.

### ***Newly Purchased Devices & Insurance Replacements.***

Setup Services provided with same-day delivery for newly purchased devices or insurance replacements include device activation, data migration services and/or initial device configuration and connectivity. Setup Services will not include dismantling or installation of equipment unrelated to the replacement device. In order to be eligible for Setup Services, someone at least 18 years of age must be present at all times while the setup expert is on site and performing the requested Setup Services. The setup expert will contact You prior to delivering Your device and Setup Services to verify the delivery window. If You do not confirm Your availability for Your scheduled delivery and Setup Services, We reserve the right to cancel Your delivery and Setup Services. If eligible for Setup Services, You may be required to sign a consent form to perform the requested services prior to any services being performed. You agree to provide a safe, non-threatening environment for the setup expert to perform the Setup Services. The setup expert has the right to terminate Setup Services if they feel that You are not

complying with any requirements contained in these Terms or any consent provided prior to the initiation of the Setup Services. Setup Services will continue until completion only if completion can occur within a reasonable amount of time, reasonableness will be at the discretion of the setup expert. In the event the Setup Services are stopped prior to Your device setup being complete, You may continue the Setup Services by calling a Tech Coach expert or clicking on the Tech Coach App. Limitations and exclusions may apply.

### ***Laptop Health Check-ups***

The Services include Laptop Health Check-up Services. Laptop Health Check-up Services are available for laptops eligible for Technical Support Services (such devices collectively referred to as "Supported Laptop(s)") and includes: (a) technical support for Your Supported Laptop and the operating systems and software applications on them; (b) technical support with malware and virus prevention and removal; and (c) technical support for Your Supported Laptop (if applicable) as it relates to the assessment of the product's performance. Laptop Health Check-up Services may include specific technical support services provided at select uBreakiFix ("UBIF") locations for in-person tech support or via Asurion Tech Coach experts. The availability of these services is contingent on certain criteria, including laptop model/type, which are subject to change at any time, and technician availability. These services are diagnostic only, and do not include troubleshooting, triage, repair or replacement services. Laptop Health Check-up Services may also include anti-virus software installation, scanning and virus removal (if applicable).

Laptop Health Check-up Services do not include: (a) setup or repair of peripherals or home or wireless routers, modems or networks; (b) installation of non-sanctioned applications on a laptop as determined by Us in our sole discretion; (c) diagnostic support unrelated to your Supported Laptop(s); (d) data migration from laptop to laptop; or (e) assistance with specialized devices related to medical care, including but not limited to, emergency assistance/first responder devices.

### ***Device Management and Security Services***

The Services also include device management and security services provided by Business Mobile Secure (BMS) for Your Supported Device. BMS is a mobile security and device management service available to certain qualified business customers that includes: (a) Lookout® Mobile Endpoint Security for Small Business to help prevent compromised mobile devices from infecting corporate networks; (b) Verizon Mobile Device Management - Unified Endpoint Management (MDM) to manage mobile devices and assist with the enforcement of device corporate use policies; and (c) dedicated installation and technical support for the foregoing components of Business Mobile Secure. Visit

<https://www.verizon.com/support/business-mobile-secure-legal/> for the full technical TOS for BMS and <https://www.verizon.com/business/products/security/mobile-device-endpoint-security/business-mobile-secure> for more information on scope of services, features and technical support.

**Scope of Service and Tech Support.** Installation, set-up and ongoing technical support for the components of Business Mobile Secure may be provided to You via chat feature or, if applicable, over the phone, by Verizon Wireless or Verizon Wireless' third-party providers as directed by Verizon Wireless (such support, the "Tech Support").

The Services are available for Your eligible business devices enrolled in the Services, including (but not limited to), Tier 1 Smartphones with Android® and Apple® iOS operating systems, and any other devices that are identified by Verizon Wireless. When seeking the Tech Support for the Service, You represent that You are the owner or an authorized user of the Device included in the Service, as well as any software thereon, and Verizon Wireless reserves the right to refuse to provide the Service or the Tech Support, to You, if Verizon Wireless determines that You are not the owner or authorized user of such Device or are not enrolled in the Service.

The scope of the Tech Support is limited to the support of Business Mobile Secure on Qualified Devices.

The Tech Support does not include or will not require assistance with any: (a) devices or software not specified in the preceding paragraph; (b) enterprise grade equipment or enterprise grade servers; (c) any specialized technologies, specialized equipment, or software specific to Your industry; (d) assistance with network coverage issues; (e) over-the-air updates to operating systems, firmware, or other software; (f) diagnostic support related to any of Your Devices, hard drives, routers, modems, or such other customer premises equipment; (g) help desk and troubleshooting services for Verizon Wireless' network services and billing inquiries; (h) modification of Original Equipment Manufacturer ("OEM") software; (i) installation of or assistance with third-party software or OEM drivers not supported by or related to Business Mobile Secure; (j) device repair; (k) data migration from devices to third- parties; (l) behind firewall virus support or removal and any customized security; or (m) any onsite support services.

When seeking to purchase the Service or use the Service or the Tech Support, You must provide Verizon Wireless or its applicable third-party provider, with the necessary information, which may include your name or Your mobile number. Data usage charges may apply to the Service or during use of the Tech Support, and You are solely responsible for their payment. In some circumstances, You may need to supply or purchase additional equipment or

software to receive the full benefit of the Service or the Tech Support, and You are responsible for the cost of that equipment or software.

**Availability of Tech Support.** The Tech Support is provided by Verizon Wireless or its authorized third-party providers and is available 8 a.m. to 7 p.m. local time / 7 days per week, 365 days per year (subject to commercially reasonable lapses in service for periodic maintenance). Verizon makes no guarantees regarding the availability of the Tech Support. If the availability of the Tech Support hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third-party, we shall be excused from such performance to the extent necessary. To use the Tech Support, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent.

## **Your Responsibilities in Accessing the Services**

### **Backup of Software and Data.**

You are responsible for backing up the software or data stored on Your Supported Device and other devices included in the Services (including Supported Laptop(s)). Verizon Wireless is not responsible for any loss, alteration or corruption of any software or data, and We may decline to provide Services to You if it is determined that You have not taken appropriate back-up measures. When providing Services, Tech Coach experts may be required to remotely access Your Supported Device and other devices included in the Services (including Supported Laptop(s)), such as any data, videos, pictures, text messages or other content thereon. It is Your responsibility to remove any sensitive content on Your Supported Device to the extent You believe necessary to prevent access by Tech Coach experts.

### **Remote Access Applications.**

To receive Services, You may be required to run certain software applications on Your Supported Device and other devices included in the Services ("Software"). The Software may include tools that allow Verizon Wireless to access Your device and any content stored thereon remotely. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and these Terms and the Verizon Wireless Service Agreement, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services.

## **Representations and Authorizations.**

When seeking Services, You represent that You are the owner or an authorized user of the Supported Device or other devices included in the Services, as well as any software thereon, and We reserve the right to refuse to provide Services to You if We determine that You are not the owner or authorized user. When seeking Services, You: (a) expressly consent to Tech Coach experts remotely accessing Your Supported Device, other devices included in the Services and any data, videos, pictures, text messages or other content thereon (including content that may be personal, confidential or otherwise sensitive in nature); (b) expressly authorize Tech Coach experts to effect changes to Your devices, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible; and (c) if eligible, and choose to have Your newly purchased or replacement device delivered to you same-day with Setup Services, expressly authorize a setup expert to deliver Your replacement device to Your home (or requested delivery location), and consent to a delivery and setup expert performing certain Setup Services in Your home (or requested delivery location), subject to this Agreement.

## **Passwords.**

If You know or suspect that the passwords associated with or stored on Your Supported Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

## **Claim Limitation.**

Subject to the Arbitration provision in your Verizon Wireless Service Agreement and unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred.

## **Other Important Information Concerning the Services.**

### **Commercially Reasonable Efforts.**

Verizon Wireless will use commercially reasonable efforts to provide the Services. This means that if We are unable to resolve Your issue after making commercially reasonable efforts, We have the right and discretion to refuse to take further efforts to do so. 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 Your issue. Some technical problems that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your



issue. In those circumstances, You still are liable for any fees or charges associated with the Services.

**Right to Terminate.**

Verizon Wireless reserves the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact Us by calling (800) 922-0204 or visiting [www.verizonwireless.com](http://www.verizonwireless.com).

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