

# AT&T HomeTech Protection<sup>SM</sup>

Terms and Conditions

We, the administrator or the seller of this Plan may make available additional products and services at a discount from time to time, for your consideration.

## AT&T HomeTech Protection<sup>SM</sup>

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.**

- I. **OBLIGOR:** The company obligated under this Plan in all states, except Florida, and the District of Columbia is: **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, and phone number is (866) 642-4170. If purchased in Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.** whose address is P.O. Box 061078, Chicago, IL 60606-1078, and phone number is (866) 642-4170.
- II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) “we”, “us”, and “our”** mean the company obligated under this Plan, as stated in the Obligor section of this Plan; **(2) “you” and “your”** mean the individual that purchased this Plan for residential or personal purposes; **(3) “administrator”** means: (a) Asurion Services, LLC in all states, except Florida, and the District of Columbia, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: (866) 642-4170; **(4) “seller”** means AT&T, the seller of this Plan; **(5) “covered product(s)”** mean the eligible qualifying item(s) listed in Section V.(a) of this Plan that is/are owned by you and covered by this Plan; **(6) “breakdown”** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use (“ADH”) for laptops, tablets, portable DVD/Blu-ray players, portable gaming devices, wearables, audio headsets, virtual reality headset and printer display screens only; and **(7) “replacement product”** means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
- III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered product(s) must be in good working condition prior to your enrollment in this Plan. You must follow the instructions that are in the owner’s manual for proper use, care and maintenance of the covered product(s). Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to the commencement of service; repairs to your covered product may result in the deletion of such data files.
- IV. **COVERAGE TERM:** The term and monthly billing for this Plan begins on the date you enroll indicated on your enrollment confirmation and continues on a month-to-month basis unless cancelled. **There is thirty (30) day waiting period after the Plan term begins before coverage becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN. If this Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date.** There will be no lapse in coverage if you relocate within the seller’s service area, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and the covered product has been delivered to you.
- V. **WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract, up to the Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product or (4) reimburse you in the form of a gift card or check, for the replacement cost of the covered product, as determined by us, based on its value immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. **Please note: if your covered product is still in the manufacturer’s warranty period, service under this Plan may void the manufacturer’s warranty.** On-site, depot or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes unlimited access to technical assistance and support for your covered product(s) through the AT&T HomeTech Protection technical support application during the term of this Plan. AT&T HomeTech Protection technical support terms of service can be accessed at [hometechprotection.com](http://hometechprotection.com). To download AT&T HomeTech Protection technical support, go to [hometechprotection.com](http://hometechprotection.com) or call 866-642-4170.
  - a. **COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, age and any brand, as outlined below.

**Home Office and Home Entertainment:**

    - Home routers (wired or wireless).
    - External hard drives.
    - Printers and multifunction printers, excluding three dimensional object printers or similar, or crafting printers.

- LCD, LED televisions (collectively referred to as “television”). Televisions include coverage for the original remote control.
- Gaming systems. Gaming systems include the original remote controls.
- Home theater systems that include any of the following if purchased as a set: a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner (collectively referred to as “home theater system in a box” or “home theater systems in a box”).
- DVD players, Blu-Ray players and portable DVD/Blu-ray players (collectively referred to as “DVD players”).
- Wifi tablets that are not connected to a data plan (“non-connected”), desktops, and laptops (collectively referred to as “PC” or “PCs”). Each PC can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 8 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS.
- Wifi Extenders
- Bluetooth and Wi-Fi enabled speakers
- Audio/video streaming devices, including original remotes or portable devices intended for audio/video streaming
- Audio headsets, including audio headphones (collectively referred to as “audio headsets”)
- Virtual Reality Headsets

#### **Smart Home Products:**

- Smart device hubs
- Smart light dimmers
- Smart thermostats
- Smart smoke detectors
- Smart door locks
- Smart home security cameras
- Smart video doorbells
- Smart carbon monoxide detectors
- Smart alarm contact sensors
- Smart alarm flood and freeze sensors
- Smart alarm glassbreak sensors
- Smart alarm keypads
- Smart alarm motion detectors
- Smart alarm panic buttons
- Smart alarm range extenders

All of the “Smart” products above must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, Matter, ZigBee, Z-Wave, Insteon, or Thread Group or other networking solution as approved by us.

#### **Personal Wearables:**

- Non-connected health and fitness bands
- Non-connected smart watches

- b. CARRY-IN SERVICE:** If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered product.
- c. ON-SITE SERVICE:** If the covered product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.
- d. REPAIR DEPOT SERVICE:** If the covered product is not serviced on-site, it will be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.
- e. REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

**VI. HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins. You may file a claim by going online to [hometechprotection.com](http://hometechprotection.com) twenty-four (24) hours a day, seven (7) days a week or by calling (866) 642-4170, available 24/7. **You must file your claim prior to having service; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim facilitation form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, including but not limited to filing a claim for a product not belonging to you, may result in cancellation of this Plan. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit, as set forth in Section X. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

**VII. INTERNATIONAL SERVICE:** Service under this Plan is not available outside of the United States.

**VIII. SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee, plus applicable taxes, as shown in the service fee schedule below. The service fee must be paid and received in advance of service being provided and may be paid with a valid debit or credit card. A service fee does not apply to the repair or replacement of standalone routers including mesh routers, wifi extenders, external hard drives, original remote controls, PC or gaming system accessories, DVD Players, streaming devices, smart alarm contact sensors, smart alarm flood and freeze sensors, smart alarm glassbreak sensors, smart alarm keypads, smart alarm motion detectors, smart alarm panic buttons, smart alarm range extenders, smart device hubs, smart light dimmers, smart smoke detectors, or smart carbon monoxide detectors, however, the associated costs will apply toward your aggregate claim limit under Section X.

Covered Products or Service	Service Fee
PCs, Printers, Televisions, Gaming systems, Home theater systems in a box, Bluetooth and Wi-Fi connected speakers, and virtual reality headsets	\$99
Audio headsets, Health and fitness bands, smart door locks, smart home security cameras, smart thermostats, smart video doorbells, and smart watches	\$49

**IX. PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis on your bill. Non-payment by you will result in cancellation of the Plan.

**X. PLAN LIMITS OF LIABILITY:**

**a. PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is \$2,000.00; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; or (iv) the replacement value of the covered product, as determined by us, up to the per claim limit of this Plan of \$2,000.00.

**b. AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of your first claim.

**c. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the product requires additional repairs, we may be able to provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and that claim, or the associated costs will be added back to your available aggregate claim limit balance.

**d. IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** If you enroll in a different plan offered by the seller for which we are the Obligor, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan. If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

**XI. REGISTRATION:** Registration of this Plan is not required. At your option, you may register the covered products at any time during the coverage term. To perform this registration, please visit [hometechprotection.com](http://hometechprotection.com) or call (866) 642-4170. Changes and/or updates to your registered covered products can be made by updating your account at the web address or phone number listed above.

**XII. EXCLUSIONS: This Plan does not cover the following:**

**a. Consequential, incidental, special or indirect damages or losses, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;**

**b. Pre-existing conditions at the time of your enrollment in this Plan;**

**c. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, and accessories (except as otherwise stated herein);**

**d. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**

- e. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
- f. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, dust, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, wind;
- g. Costs associated with installation or uninstallation of any covered product;
- h. Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;
- i. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when located at our designated repair depot;
- j. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;
- k. Covered products whose serial number has been altered or removed;
- l. Theft or loss of the covered product;
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- o. Parts intended for periodic replacement including, but not limited to: batteries (excluding one annual laptop battery), bulbs, external power supplies, styluses, antennas, cartridges;
- p. Covered products located outside the United States;
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
- r. Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- s. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
- t. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software.

**XIII. RENEWAL:** This Plan renews from month-to-month unless cancelled.

**XIV. TRANSFER:** This Plan is not transferable.

**XV. CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by (866) 642-4170. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator 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, 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, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Upon any cancellation by you, us or the Administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

**XVI. INSURANCE SECURING THIS PLAN:** 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. If you have filed a claim under this Plan and we fail to pay or provide service 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.

**XVII. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**XVIII. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING

OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

**XIX. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

**NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

**XX. ARBITRATION OR SMALL CLAIMS COURT 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 Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this plan can be addressed simply by contacting us at (866) 642-4170. 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 37122-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within 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.

**XXI. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:**

**ARIZONA RESIDENTS:** If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the seller, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona

Department of Insurance. Item (d) of the Exclusions section is deleted and replaced with the following: **“Breakdown resulting from: improper installation or setup, use not approved in the manufacturer’s specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you.”**

**CALIFORNIA RESIDENTS:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made.

**CONNECTICUT RESIDENTS:** 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 product, the cost of repair of the product and a copy of this Plan. In-home service is provided.

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

**GEORGIA RESIDENTS:** We may only cancel this Plan before the end of its monthly term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation shall be in writing and shall conform to the requirements of O.C.G.A. 33-24-44. If this Plan is cancelled prior to the end of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision 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 waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision 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.

**NEVADA RESIDENTS:** 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. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 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. If we fail to pay the cancellation refund as stated in the Cancellation provision 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 following language is added to Section XII (d) of Exclusions section: “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 (866) 642-4170 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.

**NEW HAMPSHIRE RESIDENTS:** Contact us at (866) 642-4170 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 this Plan is subject to Revised Statutes Annotated 542.

**NEW MEXICO RESIDENTS:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless: (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 increase 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.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew but may only cancel this Plan prior to the expiration of the monthly term for non-payment by you or for violation of any of the terms and conditions of this Plan.

**OKLAHOMA RESIDENTS:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

**OREGON RESIDENTS:** The Arbitration Agreement provision of this Plan 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 Obligor and administrator, as defined above; and the seller 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 (866) 642-4170. 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 shall be conducted within the state of Oregon.”

**SOUTH CAROLINA RESIDENTS:** Contact us at (866) 642-4170 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions 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: 116.

**UTAH RESIDENTS: 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 second sentence of Section XV Cancellation 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 shall state the effective date and reason for cancellation." Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**VIRGINIA RESIDENTS:** Contact us at (866) 642-4170 with, questions, concerns, or complaints about the program. 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 Programs to file a complaint.

**WASHINGTON RESIDENTS:** 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.

**WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The fifth and sixth sentence of the first paragraph of the Arbitration Agreement provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, 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 ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the sentence "This A.A. is governed by the Federal Arbitration Act." of Section XX, sub-section (1)(b) is deleted in its entirety.

**WYOMING RESIDENTS:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or seller, or a substantial breach of duties by you relating to the seller service or its use. The Arbitration Agreement provision 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, references to "we" and "us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

Administered by:

Asurion Services, LLC.

Asurion Service Plans of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340

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Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

**501 v.ATTHTP2 (12/18)**



## **AT&T HOMETECH PROTECTION TECH SUPPORT TERMS OF SERVICE**

Last Updated: August 30, 2022

This Terms of Service Agreement for the AT&T HomeTech Protection web platform (“PLATFORM”) and technical support and benefits included in the AT&T HomeTech Protection Services (the “Services”) (collectively, the “Agreement”) governs your use of the PLATFORM and Services. This Agreement covers services that are separate from the service contract product. Additional information about the service contract product and service is available in the service contract terms and conditions. Other services, features, and/or mobile applications available with AT&T HomeTech Protection may be subject to additional terms, and You are solely responsible for acceptance and adherence to those terms.

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND US. THIS AGREEMENT LIMITS THE LIABILITY OF US TO YOU AND CONTAINS AN ARBITRATION PROVISION REQUIRING DISPUTES TO EXCLUSIVELY GO TO ARBITRATION, AND IT ALSO CONTAINS A WAIVER TO ANY JURY TRIAL AND CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PLATFORM OR THE SERVICES.**

**THE PLATFORM ALLOWS YOU TO ACCESS TECHNICAL SUPPORT AND RELATED SERVICES, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. THE PLATFORM AND THE SERVICES ARE PROVIDED TO YOU BY US. CONTACT US AT [termsofuse@asurion.com](mailto:termsofuse@asurion.com) FOR INFORMATION ABOUT THE PLATFORM AND THE SERVICES.**

### **Terms and Conditions Applicable to PLATFORM and the Services**

- 1. DEFINITIONS.** In this Agreement: (a) the words “We” and “Our” and “Us” mean Asurion Services, LLC and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a person who uses the Services and/or PLATFORM and any person or entity represented by that individual; and (c) the word “Device(s)” means those eligible devices generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, 3G, etc., used by You and any additional devices as updated in Our sole discretion.
  - 2. PRIVACY.** Our Privacy Policy is available at <https://www.asurion.com/privacy-policy/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the PLATFORM and Services. Please read the applicable Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services and/or PLATFORM, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because We cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Us 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 Services and/or PLATFORM, 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 PLATFORM. 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 PLATFORM.
  - 4. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the PLATFORM and Services (“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, the PLATFORM, the Services, and additional Asurion products and services (“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. Communications may be made in several formats, including email or in-app/in-platform.
  - 5. REMOTE ACCESS.** If available, the Remote Access function may allow a representative or third party to remotely access, with Your authorization, the Device to assist You in managing some features on Your Device. You expressly consent to our support technicians or third parties 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. You understand that this access may include visual access to any content available on Your Device during the remote share. Your use of the function may also convey certain information about Your Device to the representative, including, without limitation, Your settings information and information regarding Your files and content. Some of the remote accessing features may include remote control of the Device, with Your permission. To receive these remote Services, You may be required to download and/or run certain software applications (“Software”) on Your Device and/or on any device connected to or used in connection with Your Device. 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 control, but only regarding the Software itself. 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.
  - 6. MONITORING.** Some of the PLATFORM functions and/or Services may include continuous monitoring or scanning of Your information and Devices in order to provide the Services. Those features will advise You in the engagement flows whether continuous monitoring is available, and information may be provided to You in reports or upon request.
  - 7. FAMILY PLAN.** If available, You may be able to add authorized members to Your plan and coverage. Such authorized members may receive the same services You receive under Your applicable plan, or it may be a limited version of Your plan. If You provide us with information about individuals You wish to add to your plan, You are warranting that You are authorized to provide Us with that information, and it is Your responsibility to ensure all authorized members have read and agreed to this Agreement and its accompanying Privacy Policy.
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- 8. 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 PLATFORM 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. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR PLATFORM, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND/OR PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR PLATFORM 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 PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SERVICES AND/OR PLATFORM SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES AND/OR PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR PLATFORM AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES AND/OR PLATFORM TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR PLATFORM, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
- 9. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE 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 PLATFORM, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE 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, CORRUPTION OR LOSS OF DATA, 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 PLATFORM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OUR 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 PLATFORM 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.
- 10. ARBITRATION AGREEMENT.** Most of Your concerns about the Services and/or PLATFORM can be addressed by contacting Us at [termsofuse@asurion.com](mailto:termsofuse@asurion.com). For any dispute with Us, You agree to first contact us and attempt to resolve the dispute with us informally.
- A. YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE 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 Us that arises out of or relates in any way to Your relationship with Us or the Services and/or PLATFORM, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 30 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. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We 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 Consumer 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. We 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 Us or if We made no settlement offer, and the arbitrator awards You any damages, We 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
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You nor Your attorney may recover duplicate awards of attorney's fees and expenses. We hereby waive any right We 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 WE 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 We 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.
- 11. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services and/or PLATFORM shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
- 12. THIRD-PARTIES.** The Services and/or PLATFORM may expose You to content, websites, products and services created or provided by parties other than Us ("third-party content"). We do 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 Policy do not apply to that third-party content. We may use authorized third parties to provide the functions and Services, which may require us to share Your information with those third parties.
- 13. 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 PLATFORM are Our exclusive property, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Us. If You submit comments or ideas about the Services and/or PLATFORM, including ways to improve the Services and/or PLATFORM or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are 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 We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by its employees or obtained from sources other than You.
- 14. INDEMNIFICATION.** You agree to indemnify, defend, and hold Us harmless 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 PLATFORM; (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. We reserve 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.
- 15. 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 Us, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- 16. 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.
- 17. TERMINATION OR CHANGE OF THE PLATFORM AND SERVICES.** We reserve the right to modify this Agreement, and Your continued use of the PLATFORM or Services represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the PLATFORM 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 PLATFORM 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 for the PLATFORM or Services as applicable.
- 18. 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 Us 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.

#### **Terms Specific to the PLATFORM**

- 19. USE.** The PLATFORM is developed and provided by Us. The PLATFORM is intended for Your use only. You may use the PLATFORM only if You can form a binding contract with Us and You are not a person who is barred from using the PLATFORM by laws of the United States or any other applicable jurisdiction. The PLATFORM is operated from facilities in the United States and/or Israel, and We make no representation that the PLATFORM is appropriate or available for use in other locations. We cannot guarantee that the PLATFORM is compliant with any laws outside of the United States. You should not use the PLATFORM when traveling outside the United States and instead should use the contact telephone number internationally.
- 20. LICENSE.** We grant You a personal, revocable, non-transferable, non-exclusive limited right to access and use the PLATFORM solely as permitted by its functions. We grant You no other rights, beyond what is expressly granted to You herein, and We hereby reserve any and all other rights.
- 21. FUNCTIONS.** The PLATFORM includes several functions and the ability to access several Services, and Your ability to access those functions depends upon Your Device and Your agreement with Us. We do not warrant that the PLATFORM will be compatible with or operable on Your Device or that any particular PLATFORM function will be available to You. You acknowledge and agree that
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not all of the PLATFORM functions may be available to You at all times or at any time. Your Device must be powered on and have internet access for the PLATFORM to operate. We reserve the right to change, suspend or discontinue the PLATFORM and/or any of its functions at any time, for any reason and without notice or liability to You. It is Your responsibility to accept any updates to the PLATFORM in order to access all of the PLATFORM's features. We will not assume any liability if You do not have the most current version of the PLATFORM on Your Device.

- 22. 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 Us with complete and accurate information when creating Your account and using the PLATFORM. 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 PLATFORM on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.
- 23. RESTRICTIONS ON USE.** You shall not use the PLATFORM 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 PLATFORM; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the PLATFORM; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the PLATFORM to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the PLATFORM. Use of the PLATFORM is intended for personal use only and it shall not be used for commercial or business purposes.
- 24. MISUSE.** You shall not misuse the PLATFORM, including, without limitation, using the PLATFORM in any manner that: (a) interferes with or interrupts the PLATFORM or any hardware, software, system or network connected with the PLATFORM; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the PLATFORM 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 PLATFORM or any other computer software or hardware.
- 25. OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The PLATFORM may include open source or third-party software, and Your use of the PLATFORM is subject to any licenses or agreements governing that software.
- 26. COMPLIANCE WITH U.S. EXPORT LAWS.** By downloading the PLATFORM, You acknowledge that the PLATFORM 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 PLATFORM.

#### **Terms Specific to the Services:**

- 27. SCOPE OF SERVICES. The Services are developed and provided by Us and include the PLATFORM functions listed in Section 21 ("Functions") of this Agreement.** If available and depending on Your plan and Your area, the Services may include various forms of in-home and/or in-store support for Your eligible Device(s) and technical support for the use of Your Device(s) with other devices and services manufactured to be compatible with Your Device(s) or intended to be connected thereto. In-home and in-store Services may only be available in select areas, are subject to change at Our discretion, and may be subject to additional terms and fees, and such information will be made available to You. Any in-home Services require the presence of an authorized adult, 18 years of age or older, for the entirety of the in-home appointment. In-home Services may include, but are not limited to, installations of select eligible Devices and in-home visits for the evaluation of Wi-Fi strength, and set up, configuration, or troubleshooting of select eligible Devices. For further details, and to determine whether your Device is eligible for in-home Services, visit <https://hometechprotection.com>. Various in-store Services and their accompanying fees will be made available to You at participating locations. In-store Services are subject to change at Our discretion and may do so as frequently as monthly. Depending on the store location, in-store Services may include, but are not limited to, technical assistance with software removals or installations, data transfer, backup, and recovery, and Device health checks. Ask Your local store manager for information about available in-home and in-store Services, and when You will be eligible to receive those Services. All Services and their availability are subject to change at Our discretion and Your eligibility to receive the Services is dependent on, among other things, Your adherence to this Agreement and to the terms and conditions of the service contract product. You may not be eligible to receive all of the Services. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer ("OEM") software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; or (i) assistance with enterprise level software industry specific hardware or equipment. If applicable, Your plan may include support for authorized family members. You are responsible for acquiring consent from the individual whose information You share with us in order to provide the Services. For more information and answers to frequently asked questions, please visit <https://hometechprotection.com>.
  - A. IN-HOME INSTALLATIONS.** In-home installations are available for an installation fee, in select locations and for select Devices, which are subject to change at any time at Our sole discretion. Eligible Devices must be accessible to the expert, and You must provide a safe, non-threatening environment for the expert to perform the Service. Someone at least eighteen (18) years of age must be present at all times while the expert is in Your home and during the time that the installation is performed. Devices must be new or fully functioning at the time of installation, and Wi-Fi access must be available for certain Device installations. Availability of installation Services is contingent on certain criteria, including product type, customer location and appointment and/or expert availability. For in-home installation of a wall-mounted TV, You must supply both the TV and
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appropriately sized mounting bracket, along with access to the wiring needed for indoor installation. Call 866.642.4170 to schedule an in-home installation.

- B. IN-HOME VISITS.** In-home visits are available in select locations for select eligible Devices only, and may require a fee, which are subject to change at any time at Our sole discretion. In-home visits may include a health check or evaluation of Your Wi-Fi network, or assistance with setting-up, configuring, or troubleshooting select eligible Devices. In-home visits are limited to two (2) visits during any twelve (12) month rolling period. Assistance with setting-up or configuring eligible Devices shall not include installation in any furniture or fixed infrastructures. You must be authorized by the account owner to provide Us access to the applicable Wi-Fi network. You are neither permitted to provide to Us, nor are We permitted to check, any other Wi-Fi network.
- 28. AVAILABILITY OF SERVICES.** The Services are developed and provided by Us or Our authorized third-party providers. The digital technical support Services are available 24/7. The in-store Services are available during regular open hours of the applicable store. If available in Your area, the in-home technology product set-up Services are available by appointment only. The Services are available only for Your Devices. To use the Services, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent.
- 29. SERVICE FEES.** The functions and Services are available to You upon payment. You will be required to agree to a subscription plan, and You also may be charged a service fee for each in-home visit, in-home installation, in-store Service or other Service. Additional fees may apply to additional Services made available to You outside of the AT&T HomeTech Protection service contract plan. In the event you do not make a required payment, Your use of the Services may be cancelled and/or terminated. For additional information about the various applicable Service fees, please visit <https://hometechprotection.com>.
- 30. AUTO RENEWAL TERMS.** We will automatically renew your subscription where applicable and according to Your plan until the Service is cancelled. You will be provided with an option to cancel the renewal. To avoid renewal charges for the next period, auto-renewal must be cancelled prior to the renewal date. For additional information, please visit <https://hometechprotection.com>.
- 31. CANCELLATION.** You or We may cancel Your subscription to the Services at any time, however, You will continue to have access to the Service through the effective date of cancellation. For additional information about the Service fees, please visit <https://hometechprotection.com>.
- 32. 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.
- 33. REPRESENTATIONS & AUTHORIZATIONS.** When seeking service, 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 service if We determine that You are not the owner and/or the authorized user of the Device, software or device. When seeking service, 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.
- 34. 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 at any time for any loss, alteration, or corruption of any 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.

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