

## **SOLUTO® FOR VONAGE AND VONAGE SUPPORT PLUS POWERED BY SOLUTO® TERMS OF SERVICE**

This Terms of Use and Service Agreement for the Soluto® for Vonage (“APP”) and the technical support services included in the Vonage Support Plus powered by Soluto® (the “Services”) (collectively, the “Agreement”) governs your use of the APP and Services.

**PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE DOWNLOADING THE APPLICATION OR USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT AMONG YOU AND ASURION AND VONAGE. BY DOWNLOADING THE APPLICATION OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. [ADDITIONAL CHARGES MAY APPLY.](#)**

**THIS AGREEMENT, ALONG WITH THE VONAGE TERMS OF SERVICE (AT [HTTPS://WWW.VONAGE.COM/BUSINESS/LEGAL-POLICY-CENTER/BUSINESS-CLOUD/TOS/](https://www.vonage.com/business/legal-policy-center/business-cloud/tos/)) CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE APP AND/OR THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD AND/OR USE THE APP OR THE SERVICES.**

**SOLUTO® FOR VONAGE ALLOWS YOU TO ACCESS THE VONAGE SUPPORT PLUS POWERED BY SOLUTO® TECHNICAL SUPPORT SERVICES. THE APP IS PROVIDED TO YOU BY ASURION AND THE SERVICES ARE PROVIDED TO YOU BY ASURION ON VONAGE’S BEHALF. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. PLEASE CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE APP AND SERVICES OR AT VONAGE SUPPORT PLUS at 866-901-0242 FOR ANY OTHER QUESTIONS RELATED TO THIS AGREEMENT.**

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

**1. DEFINITIONS.** In this Agreement: (a) the words “We,” “Our” and “Us” mean 1) Asurion Mobile Applications, LLC (“Asurion”) with respect to the APP only, and 2) Vonage Business Inc. (“Vonage”) and Asurion Insurance Services Inc. (“Asurion”) with respect to the Services, and each entity’s respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; (b) the words “You” and “Your” mean an individual who downloads or uses the APP and/or Services and any person or entity represented by that individual; and (c) the word “Device(s)” means the supported equipment including but not limited to printers, multi-function devices (printer/scanner/copier), laptop computers, desktop computers, tablets, and mobile phones, and may include additional devices to be determined in Asurion’s sole discretion, but does not include any equipment behind a firewall (e.g. business grade routers/modems, etc.), servers, or any specialized devices or equipment specific to Your industry.

**2. PRIVACY POLICIES & PASSWORDS.** Asurion’s Privacy Policy 1) for the APP is available at <https://www.asurion.com/pdf/asurion-app-privacy-smb/> and 2) for the Services is available at <https://www.asurion.com/privacy-policy/>, and explains Asurion’s policies with respect to the collection, use and disclosure of information related to or derived from Your use of the APP and/or Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the APP and/or Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Since Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the APP and/or Services, You should immediately change or reset those passwords. You hereby consent to Asurion sharing with Vonage and its Affiliates any information related to or derived from Your use of the APP and/or Services. Vonage’s use of any such information will be governed by Vonage’s Privacy Policy located at <https://www.vonage.com/privacy-policy> and Your agreement with Vonage. **Notwithstanding any terms of the Asurion Privacy Policy with respect to Asurion’s collection, use and disclosure of Your Information, that use is also further subject to the terms of Asurion’s agreement with Vonage (in Asurion’s capacity as the provider of the Services on Vonage’s behalf) and as between**

**You and Vonage, Your agreement with Vonage (at <https://www.vonage.com/business/legal-policy-center/business-cloud/tos/>).**

**3. DATA-USAGE AND OTHER CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, or incur data usage or other fees or charges if You use the Service and/or download and use the APP. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services and/or APP. **YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS SOLD AND PURCHASED ON A 1-1 BASIS WITH RESPECT EACH VONAGE BUSINESS CLOUD EXTENSION (“EXTENSION”) THAT YOU PURCHASE. IF YOU PURCHASE OR ADD AN EXTENSION (WHETHER VIA A CALL TO SUPPORT BY TELEPHONE AT 866-901-0242, OR THROUGH THE VONAGE BUSINESS CLOUD PORTAL), VONAGE WILL AUTOMATICALLY INCREASE THE COST OF YOUR SUBSCRIPTION TO THE SERVICES TO THE EXTENT OF EACH EXTENSION YOU SUBSCRIBE TO USE, AND YOU AGREE TO BE RESPONSIBLE FOR SUCH CHARGES BASED ON THE PRICING ASSOCIATED WITH YOUR INITIAL SERVICES, UNLESS OTHERWISE NOTICED TO YOU BY VONAGE. IF YOU WISH TO DECREASE OR TERMINATE ANY EXTENSIONS, YOU MUST CONTACT VONAGE SUPPORT DIRECTLY BY TELEPHONE AT 866-901-0242 IN ORDER TO TERMINATE THE SERVICES WITH RESPECT TO SUCH TERMINATED EXTENSIONS AND IN ORDER TO CEASE THE BILLING OF SUCH SERVICES. ANY ATTEMPTED TERMINATION OF THE SERVICES USING THE VONAGE PORTAL WILL NOT BE EFFECTIVE TO TERMINATE THE SERVICES OR THEIR BILLING.**

**4. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND/OR APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. WEHEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR APP, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND/OR APP WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR APP WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR APP WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR APP WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SERVICES AND/OR APP SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT HAVE AN OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES AND/OR APP TO YOUR OR OTHER REQUIREMENTS; YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR APP AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES AND/OR APP 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 NOT HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**5. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL 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 APP, 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 APP. 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 APP AS APPLICABLE, IF ANY,

DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**6. ARBITRATION AGREEMENT.** Most of Your concerns about the APP can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM). For any direct dispute with Asurion regarding the APP itself, You agree to first contact us and attempt to resolve the dispute with Asurion informally. All other disputes with Vonage are addressed in its Terms of Service at [www.vonage.com/https://www.vonage.com/business/legal-policy-center/business-cloud/tos/](http://www.vonage.com/https://www.vonage.com/business/legal-policy-center/business-cloud/tos/).

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

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

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

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

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

**7. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services and/or

APP shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

**8. THIRD-PARTY CONTENT.** The Services and/or APP may expose You to content, websites, products and services created or provided by parties other than Asurion or Vonage ("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.

**9. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services and/or APP are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services and/or APP, including ways to improve the Services and/or APP or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.

**10. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion and Vonage 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 APP and/or Services; (b) Your alleged or actual breach of this Agreement with respect to the APP and/or Services; (c) Your alleged or actual violation of any applicable rule, law or regulation with respect to the use of the APP and/or Services; (d) Your negligence or willful misconduct with respect to your use or misuse of the APP and/or Services; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties with respect to your use or misuse of the APP and/or Services. 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.

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

**12. 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.

**13. TERMINATION OR CHANGE OF THE APP AND SERVICES.** Asurion reserves the right to suspend or terminate Your use of the APP at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. Asurion also reserves the right to change the scope or extent of the APP at any time and for any reason. Vonage reserves the right to suspend or terminate Your use of the APP and/or Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the APP and the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the APP or Services as applicable.

**14. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion and Vonage shall be governed by and construed in accordance with the laws of the State of Delaware, 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.

### **Additional Terms specific to the APP**

**15. USE.** The APP is developed and provided by Asurion. The APP is intended for Your business use only. You may download and use the APP only if You can form a binding contract with Asurion and You are not a person who is barred from downloading or using the APP by laws of the United States or any other applicable jurisdiction. The APP is operated from facilities in the United States, and Asurion makes no representation that the APP is appropriate or available for use in other locations.

**16. LICENSE.** Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to access and use APP solely as permitted by its functions. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

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

- i. **CLICK-TO-CALL.** If available, the Click-to-Call function may allow You to call a representative for assistance. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- ii. **CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Device. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- iii. **REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access, with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of our third party providers. You expressly consent to our support technicians remotely accessing Your Device and any other devices included in the Services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information and information regarding Your files and content.
- iv. **DATA COLLECTION AND USE.** If available, the APP may collect and convey certain data and information about Your Device. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion privacy policy, available at <https://www.asurion.com/pdf/asurion-app-privacy-smb/>.

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

**19. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the

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

**20. RESTRICTIONS ON USE.** You shall not use the APP in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of any third party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the APP; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the APP; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the APP to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the APP.

**21. MISUSE.** You shall not misuse the APP, including, without limitation, using the APP in any manner that: (a) interferes with or interrupts the APP or any hardware, software, system or network connected with the APP; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another’s privacy rights; (c) uses the Asurion functions on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the APP or any other computer software or hardware.

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

**23. COMPLIANCE WITH U.S. EXPORT LAWS.** By downloading the APP, You acknowledge that the APP is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the APP.

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

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

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

**Additional Terms specific to the Services:**

**24. SCOPE OF THE SERVICES.** The Vonage Support Plus powered by Soluto® Services are developed and provided by Asurion on behalf of Vonage. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. 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; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

**25. AVAILABILITY OF THE SERVICES.** Vonage offers Vonage Support Plus powered by Soluto® through Asurion for all eligible Devices, pursuant to Your agreement with Vonage, and the respective users thereof between the hours of 7:00 a.m. and 9:00 p.m. CST. The Services will be available to You for the term of Your applicable plan with Vonage. To use the Services, You or the individual seeking service on behalf of Your company may be required to provide identifying information including whether such user is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services via the APP's "Click-to-Call" and "Click-to-Chat" features, if available.

**26. COMMERCIALY 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 any further steps 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.

**27. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking the Services, You (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.

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

**29. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any 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.