

## XPERT TECH ADVISOR TERMS OF SERVICE

This Terms of Service Agreement for the Xpert Tech Advisor technical support (the “Services”) (collectively, the “Agreement”) governs your use of the Services.

**PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

**XPERT TECH ADVISOR ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY ASURION. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.**

- 1. DEFINITIONS.** In this Agreement: (a) the words «Asurion» and «Our» and «Us» mean Asurion Services, LLC, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words «You» and «Your» mean a person who uses the Services and any person or entity represented by that individual; and (c) the word “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 such as home entertainment, computing and smart home products.
- 2. PRIVACY POLICY & PASSWORDS.** Asurion’s Privacy Policy for the Services 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 Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your 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 Services, You should immediately change or reset those passwords.
- 3. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. 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.
- 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 ARE PROVIDED ON AN «AS IS» AND «AS AVAILABLE» BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, 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 WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
- 5. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION’S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 6. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM). For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.
  - A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement (“ARB”) shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
  - B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
  - C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this 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 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 may expose You to content, websites, products and services created or provided by parties other than Asurion («third-party content»). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy 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 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, including ways to improve the Services 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 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; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
- 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, 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 SERVICES.** We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
- 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 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.
- 15. SCOPE OF THE SERVICES. The Services are developed and provided by Asurion.** The Services only include technical support for Your Devices and technical support for the use of Your Devices 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 Devices; (b) installation of third-party software or OEM drivers not supported by Your Devices; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) diagnostic support not related to Your Devices; (e) modification of Original Equipment Manufacturer (“OEM”) software; (f) hardware and equipment setup and repair; (g) installation of non-sanctioned applications; (h) data migration between Devices; (i) assistance with enterprise level software industry specific hardware or equipment; j) “Behind a firewall devices/software (including but not limited to servers, switches, storage arrays)”.
- 16. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices twenty-four (24) hours a day, seven (7) days a week. The Services will be available to You for the term of Your applicable plan. To use the Services, You or the individual seeking service may be required to provide identifying information including receipt information or contract number. You may be able to access the Services by calling 855-549-0538.
- 17. 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 Devices 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 Devices. 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 Devices. Some technical problems that You encounter when using Your Devices 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.
- 18. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Devices at issue, as well as any software on the Devices and any device connected to the Devices. 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 Devices or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Devices and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Devices, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.
- 19. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications (“Software”) on Your Devices and/or any device connected to or used in connection with Your Devices. The Software may include tools that allow Us to remotely access Your Devices through Our Software platforms or the platforms of our third party providers, and We may access any device connected to Your Devices, 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.
- 20. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Devices or other devices manufactured to be compatible with Your Devices 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.