



**We've got  
you covered!**

## **Cricket Protect Plus Program**

**Terms and Conditions**

# Detailed terms and conditions.

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## Cricket Protect Plus Service Warranty

### CONTINENTAL CASUALTY COMPANY Chicago, Illinois Commercial Inland Marine Communications Equipment Coverage Certificate

*Some provisions in this Coverage Certificate (“Certificate”) restrict coverage. Read this entire Certificate carefully. It sets forth each party’s rights and duties and what is and is not covered.*

*In this Certificate, the words “you” and “your” refer to the “Insured Subscribers.” The words “we”, “us” and “our” refer to Continental Casualty Company, a CNA Company (“CNA”), the Illinois stock insurance company providing this insurance.*

*In this Certificate, the words “Authorized Representative” and “Asurion” refer to Asurion Protection Services, LLC except as follows: In California, “Asurion” does business as Asurion Protection Services Insurance Agency, LLC. (CA license #: OD63161). In Puerto Rico, “Asurion” refers to Asurion Protection Services of Puerto Rico, Inc.*

*Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.*

A copy of the policy under which this Certificate is issued is available for your inspection.

#### I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month-to-month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

##### Information About Your Coverage

With regard to all enrollment requests, the coverage specified in this Certificate begins at 12:01 a.m. of the date of such request. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

##### A. WHAT WE INSURE.

We insure your Covered Property (as defined in Section IX. DEFINITIONS) for Loss as long as it remains eligible for coverage. In the event of a Loss, our obligation under this

Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

## B. COVERAGE PLAN.

We cover your Covered Property for the following cause(s) of loss.

1. Physical damage.
2. Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.

## C. PROPERTY NOT COVERED.

The following are not covered:

1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Data, Nonstandard External Media, and Nonstandard Software.
5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

## D. PAYMENT OF PREMIUMS.

You will be charged the monthly premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
All eligible equipment categories	Cricket Protect Plus Insurance premium is included in the Cricket Protect Plus monthly charge.

## E. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 a.m. on the effective date of coverage as stated herein.

Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

## II. EXCLUSIONS.

Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:

- A. Indirect or consequential loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
- B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
- E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused, that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
- F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- G. Loss caused by or resulting from unauthorized repair or replacement.
- H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer's warranty.
- J. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer's recall.

- L. Loss due to Mechanical or Electrical Failure.
- M. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- N. Loss caused by or resulting from any Malware.
- O. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.
- P. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, or usurped power of action taken by government authority in hindering or defending against any of these.
- Q. Loss caused by or resulting from governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
- R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

### III. LIMITS OF LIABILITY.

#### A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$2,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

#### B. AGGREGATE LIMITS.

A maximum of three (3) (Unlimited cracked screen repairs for eligible Covered Property until you have otherwise met your claim limit) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us. Losses incurred under this Certificate will be applied against the aggregate limit under this Certificate and will also be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for twelve (12) months following the Date of Loss.

In any case, the twelve (12) month period is calculated based on the Date of Loss for each covered Loss.

### IV. DEDUCTIBLE.

A nonrefundable deductible, as set forth in the schedule below, is payable at the time a replacement or repair is approved by us for each replacement or repair based on the equipment category of the equipment being replaced or repaired.

Deductibles Applicable to Each Replacement and Repair					
	Equipment				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Replacement Deductibles	\$10	\$40	\$75	\$130	\$250
Cracked Screen Repair Deductibles	N/A	N/A	N/A	\$29	\$29

**NOTE:** An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

### V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

- A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
- B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.
- C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
  1. Is of like kind and quality;
  2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
  3. May be a different brand, model or color.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

## VI. DUTIES IN THE EVENT OF A LOSS.

- A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government-issued photo ID.
- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If the cause of Loss is loss or theft and the Covered Property is later recovered, you must notify our Authorized Representative, even if your claim has already been completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within sixty (60) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.
- H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your

failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

- I. In the event of a Loss, you must satisfy the nonrefundable deductible, plus any applicable taxes.
- J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

## VII. ELIGIBILITY AND CANCELLATION.

- A. Cancellation Provisions.
  1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.
  2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.
  3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
    - a. We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
    - b. We will cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.
    - c. We will cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if you exhaust the aggregate limit of liability, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

- d. We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.

**NOTE:** If you are cancelled under Section VII.A.3.(c) you will remain ineligible for a period of twelve (12) months from the date of cancellation.

**B. How Notice of Cancellation is Provided.**

1. Notices made pursuant to Sections A.2 or 3 shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic address on file with us.
3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A.2 or 3 by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.
4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

**C. To Be and Remain Eligible for Coverage:**

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).
5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.

- D. You are responsible for the payment of all premiums, per the terms of this Certificate.
- E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property ceases to be eligible for coverage.

**VIII. ADDITIONAL CONDITIONS.**

- A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.
- B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- D. You may not assign this Certificate without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:
  1. Prior to a Loss.
  2. After a Loss, only if, at time of Loss, that party is one of the following:
    - a. Someone covered under this Certificate;
    - b. A business firm that:
      - i. Is owned or controlled by the Insured Subscriber; or
      - ii. Owns or controls the Insured Subscriber; or
      - iii. Is the Insured Subscriber's tenant.

This will not restrict the Insured Subscriber's coverage.

- F. Concealment, Misrepresentation or Fraud.  
Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:



1. This coverage;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Certificate.

**G. ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights.** Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **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 THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to “we” and “us” include our Authorized Representative, Continental Casualty Company, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Certificate.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this contract or program or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Certificate was entered into by you and us or that arises after this Arbitration Agreement or Certificate is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration, you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37211. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37211. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration proceeding either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, 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 payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the 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 damages award or \$7,500, whichever is greater; and (2)

pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator's written decision. 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. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

- H. No one may bring legal action, including arbitration, against us under this Certificate unless:
  - 1. There has been full compliance with all terms of this Certificate; and
  - 2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is worldwide, but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
- J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
- K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services;

data management or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits; or other services provided through your Service Provider or any Authorized Service Facilities.

- L. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
- M. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or by endorsement issued by us and made a part of this Certificate.
- N. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.
- P. It is important that you back up all Data and software files because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.**

#### IX. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a replacement or repair facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.
- B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.
- C. "Covered Accessories" as used in this Certificate means: If part of the Covered Loss; one standard battery, one standard wall charger, and (if applicable) one standard SIM card.



- D. "Covered Property" as used in this Certificate means: The eligible wireless communications device owned by you and actively registered on the Service Provider's network at the time you initially purchased this coverage and for which airtime has been logged after enrollment. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered Covered Property, unless you have logged airtime on a different wireless device immediately prior to the time of Loss, then such wireless device shall be considered Covered Property so long as such wireless device is owned by you and you provide us proof of ownership.
- E. "Data" means: Information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- F. "Date of Loss" means: The date on which a Loss to the Covered Property occurs.
- G. "Date of Replacement" means: The date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- H. "Initial Activation" means: The time of initial activation of the Service Provider's service for the Covered Property.
- I. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
1. Who have been enrolled in and accepted for coverage under this Certificate.
  2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
  3. Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- J. "Loss" and "Losses" means: A covered loss as provided in Section I.B. Coverage Plans.
- K. "Malware" means: Malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.
- L. "Mechanical or Electrical Failure" means: Failure of "Covered Property" to operate due to a faulty part or workmanship

or normal wear and tear when operated according to the manufacturer's instructions.

- M. "Non-Covered Accessories" as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
- N. "Nonstandard External Media" means: Physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.
- O. "Nonstandard Software" means: Software, other than Standard Software.
- P. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. "Service Provider" means: Cricket Wireless, LLC or one of its affiliates, successors or assigns.
- R. "Standard External Media" means: Physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.
- S. "Standard Software" means: The operating system pre-loaded on or included as standard with the Covered Property from the manufacturer and other covered software listed in the Software Schedule.
- T. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

#### **X. STATE CHANGES.**

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

#### **A. STATE CHANGES – Section VIII.G. ARBITRATION AGREEMENT is amended as follows:**

**If you are a resident of Arkansas, District of Columbia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington, West Virginia or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five**

(45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

The Arbitration Agreement does not apply **if you are a resident of Georgia, Missouri, Nevada or South Dakota.**

## B. STATE CHANGES - MISCELLANEOUS

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section VI.C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (iii) The following is added to Sections VI.G. and VIII.G.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VIII.B.: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (v) Section VIII.H.2. is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VII.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Colorado: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Connecticut: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for

nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Georgia: Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Idaho: Section VII.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Illinois: Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Indiana: Section VIII.G. Arbitration Agreement is amended to add the following: If you are a resident of Indiana, the resolution of any disputes pursuant to this Section VIII.G. shall be governed by the laws of the State of Indiana and relevant applicable federal law.

Iowa: The second sentence in Section VII.A.3.(c) is amended as follows: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (ii) The first sentence of Section VIII.F. is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning:. (iii) NOTE "B" below is amended to include a statement or written statement of claim or an application. (iv) The fourth sentence of Section VIII.G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**

Kentucky: The last sentence of the first paragraph under Section X.A. is deleted in its entirety.

Maryland: (i) Section VII.A.2.: “thirty (30) days” is amended to “forty-five (45) days”. (ii) Section VII.A.3.: is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.(a): “fifteen (15) days” is amended to “forty-five (45) days”. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days’ notice of cancellation. (v) Section VII.A.3.(c): “thirty (30) days” is amended to “fifteen (15) days”. (vi) The following is added to Section VII.A.3.: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VIII.H.2. is amended as follows: “two (2) years” is amended to “three (3) years from the date it accrues.”

Massachusetts: In the fourth sentence of Section VIII.G., the following language is deleted in its entirety: **INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**

Michigan: This Certificate is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Mississippi: Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation.

Montana: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days’ notice of cancellation. (ii) Section VIII.G. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE THAT EACH 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.** (iii) The following is added to Section VIII.L.: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section IX.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

Nebraska: (i) Section VII.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation.

Nevada: Section VII.A.3.(a) “fifteen (15) days” is amended to “ten (10) days”.

New York: (i) Section VII.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation. (iii) Section VII.A.3.(c): “thirty (30) days” is amended to “fifteen (15) days”. (iv) The following is added to Section VII.A.3.: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

North Dakota: (i) The first paragraph of Section VII.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days’ notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VII.A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least ten (10) days before the effective date of cancellation or thirty (30) days’ notice for fraud or misrepresentation. (b) If this Certificate has been in effect for ninety (90) days or more, we may cancel for one or more of the following reasons: **1.** Nonpayment of premiums with ten (10) days’ notice of cancellation; **2.** Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; **3.** Your actions that have substantially increased or changed the risk insured; **4.** Your refusal to eliminate known conditions that increase the potential for loss after notification; **5.** Substantial change in the risk assumed unless reasonably foreseen; **6.** Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or **7.** A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide thirty (30) days’ notice of cancellation. (iii) The following paragraph is added to Section VIII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least sixty

(60) days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: VIII.G. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: (i) NOTE "B" below does not apply. (ii) Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iv) The following is added to Section VIII.G. Arbitration Agreement: **Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this arbitration provision. Any arbitration occurring under this Certificate shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act, in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

Pennsylvania: (i) Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days' notice of cancellation.

Puerto Rico: (i) Section VII.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VII.A.3.(c): "thirty (30) days'" is amended to "fifteen (15) days'". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.

South Dakota: (i) Section VII.A.3. is amended to provide at least twenty (20) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(a): "fifteen (15) days'" is amended to "twenty (20) days'". (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days' notice of cancellation.

United States Virgin Islands: (i) The second sentence of Section VII.A.2. is amended by removing the phrase "on our behalf". (ii) The fourth sentence of Section VIII.G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE.** (iii) The second sentence in the third paragraph of Section VIII.G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iv) The following sentence is deleted from Section VIII.G. Arbitration Agreement: "This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." (v) Section VIII.H.2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VII.A.3.(a): "fifteen (15) days'" is amended to "thirty (30) days'".



Vermont: (i) Section VIII.A. is amended as follows: “thirty (30) days” is replaced with “ten (10) days’.” (ii) Note “B.” below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (i) The first paragraph of Section II. EXCLUSIONS is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A. 1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least thirty (30) days’ notice if we cancel or non-renew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days’ notice of cancellation. (v) The following is added to Section VII.A.3.: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A.2. or 3. shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X.A. is amended as follows: **any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VIII.G. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE THAT EACH 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.**

Wyoming: (i) Section VII.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days’ notice of cancellation.

**NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER’S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.**

**B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.**

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Asurion Customer Care Center  
Post Office Box 411605  
Kansas City, MO 64141-1605  
1-855-309-8342

# Cricket Protect Plus Service Warranty

**THIS CONTRACT (HEREINAFTER REFERRED TO AS THE “CONTRACT”) IS A LEGAL CONTRACT BETWEEN YOU AND US (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR CRICKET WIRELESS (AS HEREINAFTER DEFINED) THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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 CONTRACT.**

## CRICKET PROTECT PLUS SERVICE WARRANTY

### Program Providers\*:

**Asurion Warranty Protection Services, LLC  
Asurion Warranty Protection Services of Florida, LLC  
Asurion Warranty Protection Services of Puerto Rico, Inc.  
(collectively “Asurion”)**

You can write to Us at:

Asurion  
P.O. Box 061078  
Chicago, IL 60606-1078

\*As used in this Contract, “We,” “Us” and “Our” means the provider obligated under this Contract as follows: If this Contract is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Services of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. “You” and “Your” means the Person who purchased this Contract.

### Terms & Conditions

#### Cricket Protect Plus

These Contract terms and conditions together with Your monthly bill (“Bill”) from Cricket Wireless (the “Contract”) govern the Program, so You should keep this Contract for future reference. Your wireless telephone number for the Covered Equipment is Your Contract number. If purchased by phone, internet or other electronic means, this Contract is purchased in the state identified in Your billing address in the records of Cricket Wireless at the time of purchase.

**Agreement.** You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such



notice may be provided in a separate mailing, or by any other reasonable method, at Our discretion. If You provide Us Your email address, We may, at Our discretion, deliver any notice provided for in this Contract to You by electronic means. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Cricket Wireless. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the provision in this Contract regarding cancellation.

## Definitions.

**1> “Cricket Wireless”** means Cricket Wireless, LLC and any successors or assigns. **2> “Asurion”** means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or call 1-855-309-8342. **3> “Covered Equipment”** means one Eligible Wireless Communications Device owned or leased by You that is actively registered on the Cricket Wireless network and enrolled in this Program and for which You have paid monthly charges to date. Covered Equipment is limited to one Eligible Wireless Communications Device. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless device associated with Your account in the records of Cricket Wireless at the time Your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered Covered Equipment, unless You have logged airtime on a different wireless device immediately prior to the time of Loss. If you have logged airtime on a different wireless device immediately prior to the time of Loss, then such wireless device shall be considered Covered Equipment so long as such wireless device is owned or leased by You and You provide Us proof of ownership or lease.

**4> “Eligible Wireless Communications Device”** means only wireless communications devices that are on the list of eligible devices at the time of purchase that are eligible for coverage under this Contract. For a list of eligible devices, please visit [www.phoneclaim.com/cricket](http://www.phoneclaim.com/cricket). **5> “Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, or structural failure from normal wear and tear or defects in materials or workmanship. **6> “Replacement Equipment”** means the wireless device which We provide to You in the event of a covered Operational Failure of the Covered Equipment which:

- A. Is of like kind and quality;
- B. Is either new or refurbished, and may contain original or non-original parts; and

- C. May be a different brand, model or color than the Covered Equipment.

Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Equipment at the time of Loss. **7> “Effective Date”** means the effective date of coverage which is the date the charges for the Program first apply as shown on Your Bill. **8> The “Program”** means the Cricket Protect Plus Service Warranty described in this Contract.

**What Is Covered.** If the Covered Equipment fails due to an Operational Failure after the manufacturer’s warranty period and while this Contract is in effect, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If failure occurs in the standard battery, standard wall charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery, one standard wall charger, and/or one SIM Card, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished in Our sole discretion. The Replacement Equipment immediately becomes the Covered Equipment.

If the Covered Equipment under this Contract fails due to an Operational Failure, during the manufacturer’s warranty period and while this Contract is in effect, You will be entitled to utilize Cricket Wireless expedited in-warranty exchange service and the expedited delivery charges will be waived.

**Contract Period.** Your coverage begins on the Effective Date and continues from month to month until terminated by You or by Us. We may elect not to renew the Program upon thirty (30) days written notice to You.

**Charges.** You agree to pay the monthly charge for this Contract each month when charged on Your Bill. Applicable non-return charges, non-covered claim charges, or shipping/restocking charges, if any, may be charged to You, or, at Our discretion, collected from You prior to providing Replacement Equipment. If We do not receive full payment on the due date, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged.

**Claim Service Fee.** A nonrefundable claim service fee, as set forth in the schedule below, is payable at the time a replacement is approved by Us for each replacement based on the equipment category of the equipment being replaced. The claims service fee will not apply to warranty facilitations provided through Cricket Wireless during the term of the standard manufacturer’s warranty.

The applicable deductibles are set forth in the deductible schedule below.

Claim Service Fee Applicable to Each Replacement				
Equipment				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$10	\$40	\$75	\$130	\$250

**Limits.** A maximum of three (3) Replacements of Covered Equipment will be allowed in any one twelve (12) month period. The twelve-month period is calculated based on the Date of Replacement for each covered Loss. The most We will spend, in any one occurrence, to replace Covered Equipment is \$2,500. For any one claim, We will not pay for Replacement Equipment having retail value of more than the limit, less the applicable claims service fee.

### What Is Not Covered.

#### The Program does not cover:

**1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, improper installation, water damage, or customer negligence; 4> normal wear and tear that does not affect the mechanical or electrical function of the Covered Equipment; 5> cracked displays; and 6> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment.**

#### Further, Covered Equipment does not include and the Program does not cover:

**1> Contraband or property in the course of illegal transportation or trade; 2> property in transit to You from anyone other than Us; 3> consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on claims approved for replacement of the Covered Equipment if the battery has also failed); 4> battery chargers (one standard wall charger will be provided with Replacement Equipment on claims approved for**

**replacement of the Covered Equipment if the charger has also failed); or 5> any accessories (except as otherwise provided with respect to batteries, battery chargers, and SIM cards), including memory cards or other external storage devices, color face plates, personalized data, or customized software, such as apps, ringtones, games, or screen savers.**

**To Obtain Service.** In the event of an Operational Failure of Covered Equipment, call Asurion at 1-855-309-8342 or visit [www.phoneclaim.com/cricket](http://www.phoneclaim.com/cricket). You must file the claim within thirty (30) days of the Operational Failure. If Your claim is approved by phone, We will provide the Replacement Equipment by mail within ten (10) business days, or We may require You to pick up the Replacement Equipment at a retail location in Your area. We may require You to provide a government-issued photo ID., other than a student or professional license or ID.

**Return of Replaced Equipment/Non-return Charge.** Covered Equipment approved for replacement must be returned to Us. You will be required to return, within ten (10) days, the failed Covered Equipment to Us at Our expense in the return mailer We provide. You must return the Covered Equipment as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.**

**Charge for Non-Covered Claims.** If We ship You Replacement Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Covered Equipment did not suffer an Operational Failure covered by the Program. The non-covered claim charge applicable to the model of Replacement Equipment We provided will be charged to You unless You return the Replacement Equipment, in good working order, at Your cost of shipping within fifteen (15) days of Our notification. If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment, and a \$0 shipping and restocking charge will be included on Your Bill.

**Cancellation.** This Contract may be cancelled by You or by Us for any reason at any time. You may cancel this Contract by contacting Us in writing at Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605. If You cancel this Contract within thirty (30) days from Your receipt of this Contract (the First 30 days), You will then receive a refund or credit for the full Contract price paid unless You had a covered claim during the First 30 days. In the event You had a covered claim during the First 30 days, Your refund will be the greater of the full Contract price paid less the cost of any covered claim or 100% of the pro rata unearned portion of the Contract price

paid, if any, based upon elapsed time. Your refund will be 100% of the pro rata unearned portion of the Contract price paid, if any, based upon elapsed time if:

- (i) You cancel after the First 30 days; or
- (ii) We cancel this Contract.

For residents of Alabama, Arkansas, California, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. If You fail to make any monthly payment for this Contract or any charge provided for in this Contract, coverage will cease on the date the payment was due. In the event We cancel this Contract, We shall provide You with a written notice at least thirty (30) days prior to the Effective Date of cancellation, which notice shall state the Effective Date and reason for cancellation. Any termination, cancellation, suspension, interruption, or discontinuation of any Cricket Wireless feature (including Cricket Protect Plus) that You purchased in combination with the Program constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

**Limitation of Liability.** In the event of any error, omission or failure by Asurion or Cricket Wireless with respect to the Program or the services provided by Asurion or Cricket Wireless hereunder, ASURION'S AND CRICKET WIRELESS' RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE PROGRAM). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR CRICKET WIRELESS TO PERFORM. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR CRICKET WIRELESS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR CRICKET WIRELESS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PROGRAM OR ASURION OR CRICKET WIRELESS PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND CRICKET WIRELESS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED

WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Arbitration Agreement.** For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "We" and "Us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of Asurion, as defined above; and (2) Cricket Wireless, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of Your concerns about the Contract can be addressed simply by contacting us at 1-866-856-3882. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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.**

(a) This A.A. shall survive termination of the Contract and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to the Contract or the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies or entities of Your dispute. They 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 relief sought. If We do not resolve the dispute within thirty (30) days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion 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 Us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$10,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides

that a hearing is necessary. If Your dispute is for more than \$10,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or 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 filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

**(d)** The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement We offered or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from You if we prevail 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 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. shall be null and void.

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

**Prohibitions on Transfer and Abuse of the Program.** The Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be Covered Equipment. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

**Insurance.** This Contract is not an insurance policy. Under this Contract, Asurion's obligations are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin Street, Chicago, IL 60606 in the following jurisdictions:

Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming, and any other jurisdiction as required by law. If We fail to act on Your claim 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.

Terms and conditions vary for Cricket Wireless customers purchasing in some jurisdictions as set forth in this Contract. The Program may not be available in all states.

### **State specific provisions:**

**In Alabama:** The Cancellation provision is amended by replacing all references to "the full Contract price" with "all monthly Contract charges."

**In Arizona:** We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions that occurred prior to when the Covered Equipment was owned by You. The fourth sentence of the Cancellation provision is deleted and replaced with the following: "In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time." The Arbitration Agreement of this Contract does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance. Obligations of Asurion under this Contract are backed by the full faith and credit of Asurion.

**In Connecticut:** The term of this Contract will be automatically extended for the period during which the Covered Equipment is in the custody of a service center for repair. Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event of a dispute with Us that You and We cannot resolve, You may submit a formal complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of this Contract. In-home service is not provided.

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

**In Georgia:** We may not cancel this Contract before the expiration of the monthly Contract term, unless You fail to pay any amount due or You engage in fraud or material misrepresentation in obtaining this Contract. The cancellation



shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. If this Contract is terminated before the expiration of the term, We will not deduct the cost of any covered claims from Your refund. Subsection 1> of the **What Is Not Covered** provision of this Contract is replaced by the following: **"Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You."** As stated in the Arbitration Agreement of this Contract, either party may bring an individual action in small claims court. The Arbitration Agreement of this Contract does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations, class actions and other similar proceedings. Nothing contained in the arbitration provision shall affect Your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**In Nevada:** If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, 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 Contract; **(3)** You engage in fraud or material misrepresentation in obtaining this Contract or in filing a claim for service under this Contract; **(4)** You commit any act, omission, or violation of any terms of this Contract after the Effective Date which substantially and materially increases the service required under this Contract; or **(5)** 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 and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the First thirty (30) days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated before the expiration of the term, We will not deduct the cost of any covered claims from Your refund. The fourth sentence of the Cancellation provision is deleted and replaced with the following: "In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time." In the event of a Force Majeure, We will not cancel this Contract. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Contract will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Contract.

Contact Us at 1-855-309-8342 with questions, concerns or complaints about this Contract. The What Is Not Covered provision of this contract is amended to add the following: 7> Any defects or conditions that existed prior to the device becoming Covered Equipment. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the Nevada Department of Insurance, telephone 1-888-872-3234.

**In New Hampshire:** Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, 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 Contract is subject to RSA 542.

**In New Mexico:** If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, 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 Contract; **(3)** You engage in fraud or material misrepresentation in obtaining this Contract; **(4)** You commit any act, omission, or violation of any terms of this Contract after the Effective Date of this Contract which substantially and materially increases the service required under this Contract; or **(5)** any material change in the nature or extent of the required service or repair occurs after the Effective Date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

**In North Carolina:** You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

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

**In Oregon:** The Arbitration Agreement provision of this Contract is replaced with the following: "For the purpose of this Arbitration Agreement, references to "We" and "Us" also include: (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of Asurion, as defined above; and (2) Cricket Wireless, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns

about the Program can be addressed simply by contacting us at 1-866-856-3882. 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.”

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

With respect to Contracts purchased in Puerto Rico, the following changes apply: (1) The Definition provision is amended to add the following definition: “Acts of God and the Elements” are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, floods, hurricanes, tidal waves, among others. (2) The Limitation of Liability provision is deleted in its entirety and replaced with the following: Limitation of Liability. In the event of any error, omission or failure by Cricket Wireless or Asurion with respect to the Program or the services provided by Cricket Wireless or Asurion hereunder, Cricket Wireless and Asurion’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PROGRAM). All references to Asurion and Cricket Wireless shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF CRICKET WIRELESS OR ASURION’S PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, CRICKET WIRELESS AND ASURION HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY CRICKET WIRELESS OR ASURION, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED PROVISION OF THIS CONTRACT. (3) The Arbitration Agreement provision of this Contract is amended to add the following: Any award rendered in accordance with this Contract’s Arbitration Agreement shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to Us within forty-five (45) days of the arbitrator’s award. If You reject the arbitration decision pursuant to the terms herein, You may go to the courts of Puerto Rico

to resolve the dispute. (4) The last sentence of the Charge for Non-Covered Claims provision is deleted and replaced with the following: If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment, and no shipping and restocking charge (\$0.00) will be included on Your Bill. (5) The Claim Service Fee provision is retitled “Deductible” and all references to “claim service fee” throughout this Contract are deleted and replaced with the word “deductible.” (6) If You have enrolled in coverage under this Program, We guarantee that the Covered Equipment is an Eligible Wireless Communications Device, and as such is included in the list of eligible devices. (7) The fifth sentence of the Agreement provision is deleted and replaced with the following: The changes will be considered accepted by You after at least sixty (60) days from the date we mailed the notice. (8) The To Obtain Service and Cancellation provisions are amended to call Asurion Warranty Protection Services of Puerto Rico, Inc. Customer Care at 1-855-309-8342. (9) The Return of Replaced Equipment/Non-return Charge provision is amended to provide that the non-returned equipment charge is not to exceed the then current Cricket Wireless minimum advertised sales price of the replacement equipment. (10) The first sentence of the Contract Period provision is deleted and replaced with the following: Your coverage begins on the Effective Date and renews each month until terminated by You or by Us. (11) The second sentence in the second paragraph of the Arbitration Agreement provision is deleted and replaced with the following: In the unlikely event We cannot resolve any disputes, including claims under this Contract, that You or We may have, YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (12) In the Prohibitions on Transfer and Abuse of the Program provision, all references to “abuse of” are replaced with “fraudulent activity under”.

**In South Carolina:** Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, telephone number 1-800-768-3467.

**In Texas:** If You purchased this Contract in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if you cancel this Contract and a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is returned to Us.



**In Utah: NOTICE:** This Contract 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 first sentence of the Cancellation section is deleted and replaced with the following: "This Contract may be cancelled by You at any time for any reason."

This Contract may only be cancelled by Us prior to the expiration of the monthly term for: (1) 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 (2) 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." The following is added to the To Obtain Service section: "Failure to notify Us within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible."

**In Virginia:** In the event you do not receive satisfaction under this Contract 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.

**In Washington:** If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

**In Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** These Contract terms and conditions together with Your monthly bill ("Bill") from Cricket Wireless and Your welcome letter (the "Contract") govern the Program. We may only cancel this Contract before the end of the agreed Contract period on the grounds of nonpayment, a material misrepresentation made by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The Arbitration Agreement provision of this Contract is amended as follows: (1) the second and third sentences of the second paragraph are deleted and replaced with the following: **"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 ARBITRATIONS AND CLASS ACTIONS."**; and (2) the phrase

"and is governed by the Federal Arbitration Act" in the first sentence of paragraph (a) is deleted in its entirety.

**In Wyoming:** Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the Program fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The Arbitration Agreement provision in this Contract 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 Asurion and Cricket Wireless and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns."

# myExpert Terms of Service and End User License Agreement

## MYEXPERT TERMS OF SERVICE AND END USER LICENSE AGREEMENT

Updated: June 3, 2022

This Terms of Service for the **myExpert** support services (“myExpert”) and End User License Agreement for the **myExpert** Application (“App”) (the “Services”) (collectively, the “Agreement” or “License”) governs Your use of the Services.

Cricket Wireless LLC (“Cricket”) and Asurion Mobile Applications, LLC (“Asurion”) license the myExpert App to You, conditioned upon Your acceptance of this Agreement.

**BY CLICKING “I AGREE” OR “ACCEPT,” BY USING THE SERVICES, OR BY DOWNLOADING, INSTALLING OR USING THE APP, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACKNOWLEDGE THAT IN NO EVENT IS THIS APP TO BE USED BY PERSONS UNDER THE AGE OF 13; (D) AGREE TO ABIDE BY THE CRICKET ACCEPTABLE USE POLICY, <https://www.cricketwireless.com/legal-info/acceptable-use-policy.html>, (E) AGREE TO THE TERMS OF THE CRICKET PRIVACY POLICY, <https://www.cricketwireless.com/legal-info/privacy-policy.html>, (F) AGREE TO THE TERMS OF THE ASURION PRIVACY POLICY, <https://www.asurion.com/pdf/asurion-app-privacy/>, (G) AND AGREE TO THE TERMS OF THE MOST CURRENT CRICKET WIRELESS TERMS AND CONDITIONS OF SERVICE (“Cricket Wireless Terms”), <https://www.cricketwireless.com/terms>, WHICH REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND FULLY APPLIES TO YOUR USE OF THE SERVICES AND THIS APP.**

- 1. DEFINITIONS:** (a) “Cricket” refers to Cricket Wireless LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) “Asurion” means Asurion Mobile Applications, LLC as to the App and Asurion Protection Services, LLC as to myExpert, and their parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; (c) “We,” “Us” and “Our” mean Cricket and/or Asurion; (d) “You,” “Your,” and “Licensee” means an individual that downloads or uses the Services and any person or entity represented by that individual; (e) “Device” means an eligible smartphone with iOS or Android operating system that a Cricket authorized retail location provides or sells to You, or You provide, and that Cricket activates with a Cricket SIM card on Your account.
- 2. DESCRIPTION OF THE SERVICES:** The Services are developed by Asurion and provided by Us. 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 network coverage issues, such as dropped calls/data interruptions; (b) directly providing over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your Device; (d) modification of Original Equipment Manufacturer (“OEM”) software; (e) installation of third-party software or OEM drivers not supported by the Device; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; (i) installation of non-sanctioned applications; or (j) data migration, other than user content, from phone to phone or computer to computer.

**2.1 Availability of Services.** The Services are developed and provided by Us or Our authorized third party providers. myExpert support services are available Monday to Friday, from 8:00 a.m. to midnight ET, and Saturday to Sunday, from 10:00 a.m. to 10:00 p.m. ET by calling 1-855-309-8342. To use the Services, the individual seeking service must provide information identifying himself or herself as the authenticated user on Your Cricket account. You may be able to access the App’s “Click-to-Call” and “Click-to-Chat” functions, if available.

**2.2 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.

**2.3 Representations and 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 the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking service, You (a) expressly consent to Our 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 or software, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

**2.4 Remote Access.** To receive the 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. The Software may include remote access tools that allow Us to remotely access Your Device and any device connected to Your Device, as well as the contents thereon. 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 with regard to 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.

**2.5 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.

**3. CHARGES:** Cricket will charge You a monthly recurring subscription fee for myExpert per each enrolled wireless phone number. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon You or upon Cricket.

You will remain liable to pay any and all charges and fees for myExpert even if Cricket does not resolve Your problem for reasons described in Section 2 – Description of Services.

Payment for all charges is made in advance. In the event this Agreement and the provision of myExpert is terminated by You, the charges relating to the Services will be prorated via an account credit if You continue Your Cricket account in the month following your termination of Cricket myExpert.

**4. CHANGES TO CHARGES AND TERMS:** We may change any term, condition, fee, expense, or charge regarding the Services or add new fees at any time. We may provide You with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by SMS, e-mail or such other means as We determine to be most practicable. If We change the subscription fee or institute new fees or charges, or materially change the scope of the Services, We will notify You of such changes in advance. You are liable for all fees and charges in accordance with billing terms in effect at the time the fees or charges become payable.

**5. THE APP:** The App is developed and provided by Asurion and allows You to access the Services. The App includes several functions, and Your ability to access those functions depends upon Your Device. 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 Cricket's coverage area or connected to wireless service for the App to operate. Functions include but are not limited to:

**5.1 CLICK-TO-CALL.** If available, the Click-to-Call function may allow You to call Our technical support personnel for assistance. Your use of this 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.

**5.2 CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from Our technical support personnel on Your Device. Your use of this function may convey certain information about Your Device to Our technical support personnel, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

**5.3 REMOTE ACCESS.** If available, the Remote Access function may allow Our technical support personnel 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 technical support personnel 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 this function may convey certain information about Your Device to Our technical support personnel, including, without limitation, Your settings information and information regarding Your files and content.

**5.4 DEVICE CARE.** If available, includes access to certain services, provided to you directly by Asurion Protection Services, LLC that you become eligible for on the day of your initial enrollment in myExpert support and continues so long as you maintain your enrollment in the program. Your Device Care services include a series of checkpoints provided by myExpert support that will help you optimize and maintain your device's performance over time. These checkpoints may include an initial triage and assessment of your device, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for recommended maintenance based on device age and performance. You can access Device Care at any time during your enrollment as needed based on device performance.

**6. 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 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.

**7. CONSENT TO DISCLOSE PERSONAL INFORMATION:** The App may disclose or allow the disclosure to Cricket and/or Asurion of information, including Your personal information, such as name, email address, mobile phone number, settings information, Your performance and data usage, Your battery and storage levels, information regarding Your installed apps and other diagnostic information, for the purpose of providing and improving the Services. In addition, the App may disclose or allow the disclosure to Asurion of de-identified usage and diagnostic information for purposes consistent with the Asurion Privacy Policy, <https://www.asurion.com/pdf/asurion-app-privacy/>. Requests regarding Asurion's use of Your data should be submitted to [Privacy@Asurion.com](mailto:Privacy@Asurion.com).

**8. DATA-USAGE CHARGES:** You acknowledge and agree that You may need additional or different equipment or software to receive the full benefit of the Services, or You may 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

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NOTWITHSTANDING AND WITHOUT WAIVING THE FOREGOING, THE TERMS AND CONDITIONS OF THE CRICKET WIRELESS TERMS MAY PROVIDE LIMITED REMEDIES TO YOU.

**14. LIMITATION OF LIABILITY:** EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL CRICKET, ASURION, THEIR COLLABORATORS, SUPPLIERS OR LICENSORS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE SALE OR DISTRIBUTION OF, THE PERFORMANCE OR NON-PERFORMANCE, OR YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APP, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRICKET'S AND ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT,



TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (i) THE INITIAL PURCHASE PRICE PAID BY YOU FOR THE APP, (ii) THE AGGREGATE AMOUNT YOU PAID TO CRICKET FOR THE APP DURING THE ONE MONTH PRECEDING THE DATE THAT THE CLAIM ARISES, OR (iii) TWO DOLLARS (\$2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS LICENSE.

- 15. INDEMNIFICATION:** You shall indemnify, defend and hold harmless Cricket, Asurion and their collaborators, suppliers and licensors, and their officers, directors, agents and employees (the “Indemnified Parties”) from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of, in connection with or related to the following: (i) Your access to or use of the App or Third Party Content and Services; (ii) Your breach of this License; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party. You will promptly notify Us in writing of any third-party claim arising out of or in connection with Your access to or use of the App. These obligations survive termination of this License.

**16. DISPUTE RESOLUTION BY BINDING ARBITRATION:**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:

Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting Our customer service department at 1-800-274-2538. In the unlikely event that Our customer service department is unable to resolve a complaint You may have to Your satisfaction (or if We have not been able to resolve a dispute it has with You after attempting to do so informally), We each agree to resolve those disputes through binding arbitration or small claims court (for customers in Puerto Rico, “small claims court” should be understood to mean the Puerto Rico Telecommunications Regulatory Board) instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys’ fees from Us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator’s award and will pay Your attorney (if any) twice his or

her reasonable attorneys’ fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

Arbitration Agreement:

1. You agree to arbitrate all disputes and claims between Us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and claims that may arise after the termination of this Agreement.

References to “Asurion” “Cricket,” “You,” and “Us” include Our respective subsidiaries, affiliates, agents, dealers, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services or Devices under this or prior Agreements between Us. Notwithstanding the foregoing, either party may bring an individual action in small claims court (for customers in Puerto Rico, “small claims court” should be understood to mean the Puerto Rico Telecommunications Regulatory Board). This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Agreement, You and We are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Us should be addressed to: Office of Dispute Resolution, Cricket Wireless, 1025 Lenox Park Blvd., 5th Floor, Atlanta, GA 30319 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If We and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed

to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.cricketwireless.com/arbitration-forms](http://www.cricketwireless.com/arbitration-forms).

3. After We receive notice at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.cricketwireless.com/arbitration-information](http://www.cricketwireless.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of the address associated with Your phone number. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$75,000 in damages, the

payment of these fees will be governed by the AAA rules.

4. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected, then We will pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium"). If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, We agree that if We make any future change to this arbitration provision (other than a change to the

Notice Address) during Your Service Commitment, You may reject any such change by sending Us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between Us in accordance with the language of this provision.

**17. MISCELLANEOUS:** The following provisions survive termination of this License:

- 17.1 Governing Law, Limitation on Actions.** This License shall be deemed to take place in the State of Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding its conflicts of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, You and We agree that any cause of action arising out of or relating to this License, the Application or Your use of the App must commence within one (1) year after the applicable cause of action accrues in accordance with the dispute resolution provision of the Cricket Wireless Terms and Conditions of Service. Otherwise, such cause of action is permanently barred. This Section 17 is not intended to and does not alter any provisions of the Cricket Wireless Terms and Conditions of Service.
- 17.2 Severability.** If any provision of this License is held to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 17.3 Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this License shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.
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- 17.5 Performance or Benchmark Testing.** You may not disclose the results of any benchmark test using the App to any third party without Our prior written approval.
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- 17.10 DMCA Copyright Notifications.** You may send Us a valid notification of claimed copyright infringement under the Digital Millennium Copyright Act ("DMCA"). Our designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:
- Claims to Cricket:
- Manager of Security & Copyright Infringement  
1800 Perimeter Park Drive, Suite 100  
Morrisville, NC 27560  
E-mail: [copyright@cricketwireless.com](mailto:copyright@cricketwireless.com)
- For further information, see  
<https://www.cricketwireless.com/legal-info/cricket-wireless-copyright-trademark-claims.html>

Claims to Asurion:

Asurion Legal Department  
648 Grassmere Park  
Nashville, TN 37211  
Email: [DMCAnotification@asurion.com](mailto:DMCAnotification@asurion.com)

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Contact Information:

For concerns regarding billing or wireless service, contact Cricket customer service at 1-800-274-2538.

For concerns regarding issues with the myExpert Services or App, please contact Asurion at [TermsofService@Asurion.com](mailto:TermsofService@Asurion.com) or 1-855-309-8342.

### **ADDITIONAL THIRD PARTY TERMS**

Open Source Software: <https://partners.asurionpa.com/cricket.html>

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