

## TELUS HomePro™ Plus

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### Important Plan Details



#### What is the Plan?

TELUS HomePro Plus includes, but is not limited to, protection coverage for your eligible in-home products for mechanical and electrical breakdowns, as well as Accidental Damage from Handling for certain portable products. With the Plan, you also get unlimited live tech support from Asurion for virtually all of your home tech - regardless of age or brand. The Plan includes additional benefits from TELUS that can be found at [TELUS.com/homepro](https://www.telus.com/homepro).



#### When does coverage start?

You can access tech support as soon as you enrol. Protection coverage begins after 30 days of enrolment (coverage activates on day 31). Any pre-existing conditions or breakdowns that occur before day 31 are not covered.



#### How can I submit a claim?

There is a 30-day waiting period to file a claim and a service fee of up to \$99 may be charged, depending on the product. There is a \$2,500 max amount paid per claim and a total claims paid limit of \$5,000 within a rolling 12-month period. Non-original parts may be used for repair, and a replacement product may be a new, refurbished, or remanufactured product. Start a claim online at [asurion.com/TELUShomepro](https://www.asurion.com/TELUShomepro) or call 877-710-7776.



#### What is the cost of this Plan?

The monthly plan price for all services and products in HomePro Plus is \$25, which includes, but is not limited to the HomePro Plus protection plan and tech support provided by Asurion. The Plan renews each month and can be cancelled any time at no additional charge.



#### Can I cancel the Plan?

You may cancel at any time by calling 877-710-7776. If cancelled, a pro-rated refund of the Plan price may be provided as described in the coverage documents.

## LIBERTY MUTUAL INSURANCE COMPANY

181 Bay St., Suite 1000 • Toronto, ON M5J 2T3  
CERTIFICATE OF INSURANCE COVERAGE

*Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. **THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.***

***There is a thirty (30) day waiting period after the Policy period begins before coverage becomes effective and you can make a claim. COVERAGE UNDER THE POLICY BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR POLICY TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE POLICY.***

This is a legal contract of insurance (referred to hereinafter as the "Policy"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. By purchasing this Policy, you are consenting to Asurion Canada Services Corporation's, Asurion Canada Insurance Services Corporation's, and LIBERTY MUTUAL INSURANCE COMPANY of CANADA's collection, use and disclosure of personal information as described below, including their ability to share your personal information with TELUS, the seller/retailer/distributor of this Policy. You also consent that your personal information may be used and disclosed for other purposes as permitted or required by law.

**DEFINITIONS:** Throughout this Policy the words:

- (1) "Insurer," "we," "us" or "our" refer to Liberty Mutual Insurance Company, whose address is 181 Bay St., Suite 1000, Toronto, ON M5J 2T3;
- (2) "administrator" refers to: Asurion Canada Services Corporation in British Columbia and Asurion Canada Insurance Services Corporation in Manitoba and Saskatchewan (collectively referred to as "Asurion"). The administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2;
- (3) "TELUS" refers to TELUS Corporation, the seller of this Policy;
- (4) "covered products" refers to the item(s) listed in the Covered Property section of this Policy that is/are owned by you, located at the service address enrolled and covered by this Policy;
- (5) "you," "your" and "insured" refers to the individual who purchased this Policy;
- (6) "breakdown" refers to the mechanical or electrical failure of the product caused by:
  - defects in materials and/or workmanship;

- normal wear and tear;
- power surge;
- dust, heat, humidity; or
- unintentional and accidental damage from handling as a result of normal use (“ADH”) for laptops, tablets, e-readers, portable gaming systems & controllers, portable DVD players, printers (display only), portable Blu-ray players, portable Bluetooth speakers, video streaming devices, audio streaming devices, radios, projectors, health/fitness bands, smart watches, portable activity/GPS trackers, portable healthcare devices, MP3 players, headphones, VR headsets, TELUS LivingWell Companion, TELUS Smart Wear Security, and portable air and heating equipment.

**(7) “replacement product”** refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

**INSTRUCTIONS:** This Policy, including the terms, conditions, limitations and exclusions, and your receipt or enrolment confirmation, constitute the entire agreement between you and us. Please keep this Policy and the receipt or enrolment confirmation for future reference; you may need them to obtain service. The covered product(s) must be in good working condition prior to your enrolment in this Policy. You must follow the instructions that are in the owner’s manual for proper use, care and maintenance of the covered product(s). Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Policy. **NOTE: For electronic products with an operating system:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licences, contacts, passwords, books/magazines, games, photos, videos, music or other nonstandard software or data on your covered product.

**AGREEMENT:** You agree to all the provisions of this Policy when you enrol in the program and pay for it. We may change the monthly premium for this Policy, which is included in the TELUS HomePro Plus monthly charge, 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 bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method, at our discretion. By providing your electronic address to us, Asurion or TELUS, you are authorizing us to communicate with you electronically. Your continued use of the program, and payment of the charges, after such notice, constitute your acceptance of the changes. The program is available only to customers of TELUS. Your participation in the program is optional and you may cancel the Policy at any time. Please refer to the provision in this Policy regarding cancellation.

**PREMIUM:** The monthly premium is \$10.00 and is included in the TELUS HomePro Plus monthly charge. You agree to pay the monthly premium for this Policy. The monthly premium, plus applicable taxes, will be billed on a monthly basis. Non-payment by you will result in cancellation of the Policy. Applicable deductible and taxes, if any, will be collected from you prior to providing service.

**POLICY PERIOD:** The policy period and monthly billing for this Policy begins on the date you enrol as indicated on your enrolment confirmation and continues on a month-to-month basis unless cancelled. There is a thirty- (30-) day waiting period after the Policy period begins before coverage becomes effective and you can make a claim. **COVERAGE UNDER THE POLICY BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR POLICY TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE POLICY.** If this Policy is cancelled, coverage will continue for thirty (30) days after the cancellation date. In the event your covered product is being serviced by us when this Policy expires, the term of this Policy will be extended until the covered repair has been completed and the covered product has been delivered to you. We may elect not to renew the program upon thirty (30) days’ written notice to you.

**COVERAGE:** This Policy covers replacement costs or parts and labour costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract, up to the Policy Limits of Liability section. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product or (4) reimburse you in the form of voucher, electronic payment, gift card or cheque for the replacement value of the covered product, as determined by us, based on its age and condition, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. On-site, depot or carry-in service may be available; the administrator will inform you of what type of service your covered product qualifies for when you file your claim.

**COVERED PROPERTY:** This Policy covers an unlimited quantity of the following products:

#### Home office:

- Laptops, desktops and tablets: Each can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired).
- External hard drives
- Printers
- Scanners
- Routers
- Range extenders/boosters/repeaters
- E-readers
- Webcams

#### Home entertainment:

- LCD TV, LED TV, OLED TV, plasma TV. Televisions include coverage for the original remote control.
- Gaming systems
- Gaming controllers
- Portable gaming systems & controllers
- DVD players
- Portable DVD players
- Blu-ray players
- Portable Blu-ray players
- Home theatre
  - Amplifiers
  - Home theatre systems
  - Receivers
  - Tuners
  - Speakers
  - Soundbars
- Bluetooth/Wi-Fi speakers
- Portable Bluetooth speakers
- Video streaming products
- Audio streaming products
- Radios
- Projectors

#### Smart home products:

**All of the “Smart” products below must utilize one of the following home networking solutions to be eligible for this Policy: enabled Wi-Fi, ZigBee, Z-Wave, Insteon or Thread Group.**

- Smart hubs
- Smart speakers
- Smart plugs
- Smart lights/bulbs
- Smart light dimmers
- Smart thermostats
- Smart door locks
- Small security cameras
- Smart video doorbell
- Smart door & window sensors
- Smart carbon monoxide detectors
- Smart flood sensors and shut off devices
- Smart glass break sensors
- Smart smoke detectors
- Smart air quality monitors
- Smart garage door openers
- Motion sensors
- TELUS Smart Home panels

#### Personal wearables:

- Health/fitness bands
- Smart watches
- Portable activity/GPS trackers
- Portable healthcare products
  - Blood pressure monitors
  - Pulse oximeters
  - Personal home-use EKG monitors

- MP3 players
- Headphones
- Virtual reality headsets

#### TELUS Wearables:

- TELUS LivingWell Companion
- TELUS SmartWear Security

#### Small smart appliances:

*The following products must be Wi-Fi enabled or/and controlled through the app. Services are limited to the smart component only.*

- Smart air fryers
- Smart bread making machines
- Smart coffee makers
- Smart countertop ovens
- Smart deep fryers
- Smart microwave ovens
- Smart pressure cookers
- Smart rice cookers
- Smart slow cookers
- Smart sous vide machines
- Smart thermometers
- Smart toasters
- Smart ice makers
- Smart floor care / robotic vacuums

#### Portable air/heating equipment:

- Air purifiers
- Humidifiers
- Portable electric heaters
- Portable air conditioners

**CARRY-IN SERVICE:** If the covered product requires service, we may instruct you to bring it to an authorized repair centre for repair. Non-original parts may be used for the repair of the covered product.

**ON-SITE SERVICE:** If the covered product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Policy will cover shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.

**REPAIR DEPOT SERVICE:** If the covered product is not serviced on-site, it will be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service centre.

**REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you with a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

**HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins, you may file a claim by going online to [asurion.com/telushomepro](http://asurion.com/telushomepro) or by calling 877-710-7776 twenty-four (24) hours a day, seven (7) days a week. You must file your claim prior to having service; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered. **Service under this Policy may void your manufacturer's warranty.** If your covered product requires service, a deductible for each approved claim may apply. We may require you to fill out a Proof of Loss form and/or provide a copy of your provincially or federally issued photo I.D., other than a professional or student licence or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Policy by you, including, but not limited to, filing a claim for a product not belonging to you, may result in cancellation of this Policy. The cost to repair or replace the covered product cannot exceed the available balance

of funds under the aggregate claim limit. All claims under this Policy must be reported to us within sixty (60) days after termination of this Policy.

**DEDUCTIBLE:** In the event your covered product experiences a breakdown, you must pay a deductible as shown in the deductible schedule below, except as otherwise stated herein. The deductible must be paid and received in advance of service being provided and may be paid with a valid debit or credit card. A deductible does not apply to the repair or replacement of the products other than the ones listed below, however, the associated costs will apply toward your aggregate claim limit under the Limits of Insurance section. If we reimburse you for your covered product in accordance with the Coverage section above and the reimbursement amount is less than \$100, then a deductible will not apply.

- **\$99** - Laptops, desktops, tablets, printers, scanners, LCD TVs, LED TVs, OLED TVs, plasma TVs, gaming systems, portable gaming systems & controllers, home theatre audio, VR headsets, small smart appliances, portable air and heating equipment
- **\$49** - E-readers, projectors, smart thermostats, smart door locks, security cameras, smart doorbells, health/fitness bands, smart watches, portable activity/GPS trackers, portable healthcare products, MP3 players, headphones, portable healthcare products

#### LIMITS OF INSURANCE:

- **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is \$2,500.00; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement or (iv) the replacement value of the covered product, as determined by us, up to the per claim limit of this Policy of \$2,500.00.
- **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of your first claim. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account, and that claim, or the associated costs, will be added back to your available aggregate claim limit balance. If you reach the \$5,000 aggregate claim limit, this Policy will be cancelled as described in the following section.
- **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the product requires additional repairs, we may be able to provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. In such an event, your enrolment in this Policy will terminate, no future monthly charges will be due, and you will not be able to re-enrol in the Plan within twelve (12) months.
- **IF YOU RE-ENROL:** If you terminate this Plan and re-enrol at a later date, the cost of any claims made under this Policy within twelve (12) months of your re-enrolment date will remain on your account and apply to the aggregate claim limit when you re-enrol.

**RENEWAL:** This Policy renews from month to month unless cancelled.

**TRANSFER:** This Policy is not transferable.

**LIMITATION OF LIABILITY: IN NO EVENT WILL THE POLICY INSURER, ADMINISTRATOR OR TELUS BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME, ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE POLICY, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE POLICY AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE POLICY INSURER OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

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

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

**EXCLUSIONS: This Policy does not cover the following:**

1. **Consequential, incidental, special or indirect damages or losses, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, downtime and charges for time and effort;**
2. **Pre-existing conditions at the time of your enrolment in this Policy or breakdowns prior to your coverage effective date;**



3. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including, but not limited to, appearance parts, decorative finishing, finish defects, non-functional plastic, trim, attachments, and accessories (except as otherwise stated herein); and performance of a covered product, including, but not limited to, appearance parts and decorative finishing.**
4. **Breakdown resulting from improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**
5. **Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;**
6. **Breakdown caused by acts of God or other disaster (whether natural, human made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mould, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, wind;**
7. **Costs associated with installation or uninstallation of any covered product;**
8. **Products that are not owned by you, leased and rented products, or products that are not customarily located in your service address;**
9. **Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery or redelivery, other than when located at our designated repair depot;**
10. **Normal periodic or preventative maintenance, inspections, cleaning or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;**
11. **Covered products whose serial number has been altered or removed;**
12. **Theft or loss of the covered product;**
13. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;**
14. **Special needs accessories, including, but not limited to, handset boosters and visual ring indicators;**
15. **Parts intended for periodic replacement, including, but not limited to, batteries (excluding one annual laptop battery), bulbs (excluding smart bulbs), external power supplies, styluses, antennas, cartridges;**
16. **Covered products located outside of Canada;**
17. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Policy;**
18. **Support or repairs to software, loss or damage to software due to any cause, including, but not limited to, computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;**
19. **Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
20. **PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;**
21. **Custom-built and assembled products.**

#### **TERMINATION:**

The Policy may be terminated: (a) by the Insurer for any reason by giving to the insured 30 days' prior written notice of termination, which notice shall state the effective date and reason for termination, or (b) by the insured at any time on request by calling **877-710-7776**. If the contract is terminated by the Insurer, the Insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable. If the contract is terminated by the insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract. Any termination, cancellation, suspension, interruption, or discontinuation of your services with TELUS, or any TELUS feature(s) that you purchase in combination with this Policy, for any reason, constitutes cancellation of the Policy by you, subject to the terms of this Policy.

**PERSONAL INFORMATION:** Personal information includes factual or subjective information about an identifiable individual. We collect, use or disclose your personal information in connection with The Policy (hereinafter "Personal Information") to TELUS, Asurion and Liberty Mutual Insurance Company.

TELUS, Asurion and Liberty Mutual Insurance Company collect your Personal Information through a website at the time of purchase, on the registration portal, on an Asurion claims portal, and by phone.

TELUS, Asurion and Liberty Mutual Insurance Company use your Personal Information to administer the Policy, including, but not limited to, detecting, investigating and preventing fraud and unauthorized or illegal activities, assessing and processing claims, creating and maintaining records, insuring or reinsuring Policy liabilities, and providing customer service. We may also use and disclose your information for other purposes with your consent or as permitted or required by law.

TELUS, Asurion and Liberty Mutual Insurance Company may exchange Personal Information as necessary for the purposes described above.

TELUS, Asurion and Liberty Mutual Insurance Company will hold and use your personal information only as long as necessary to implement, administer and manage the Policy, or as required to comply with legal or regulatory obligations.

TELUS, Asurion and Liberty Mutual Insurance Company provide you with many ways to make choices about your personal data, such as accessing it, correcting it, deleting it or updating your choices about how it is used. To learn more about your rights regarding your Personal Information with Asurion, visit [www.asurion.com/privacyrights](http://www.asurion.com/privacyrights) or write to us at Asurion, Attn: Privacy Office c/o Office of the General Counsel, 140 11<sup>th</sup> Ave. N., Nashville, TN 37203, USA. Requests to access must be in writing, either through the portal link provided above, by email or by mail. You may also obtain a copy of Asurion's privacy policy by visiting <https://www.asurion.com/privacy-policy-ca-en>.

**Data residency:** Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.

#### **APPENDIX "A"**

##### **STATUTORY CONDITIONS FOR MANITOBA AND SASKATCHEWAN CUSTOMERS ONLY**

The following statutory conditions provided in *The Insurance Act* are deemed to be part of this policy. If any of the statutory conditions conflict with other terms and conditions of this Policy, these statutory conditions shall prevail and the terms and conditions of the Policy are hereby amended to conform to the statutory conditions below, but only when the terms of the applicable provincial statutory conditions are more favourable to the named insured. If any of the terms and conditions in the Policy are found to be invalid, unenforceable or not amendable to conform to the applicable provincial statutory conditions, such invalid, unenforceable or non-conforming conditions will be null and void, but the remaining conditions shall remain in full force and effect.

##### **Misrepresentation**

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

##### **Property of others**

- 2 The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:
  - (a) otherwise specifically stated in the contract; or
  - (b) the interest of the insured in that property is stated in the contract.

##### **Change of interest**

- 3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

##### **Material change in risk**

- 4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:
  - (a) material to the risk; and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:
  - (a) terminate the contract in accordance with Statutory Condition 5; or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

### Termination of Insurance

- 5 (1) The contract may be terminated:
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer:
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

### Requirements after loss

- 6 (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:
- (a) immediately give notice in writing to the insurer;
  - (b) deliver as soon as is practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
    - (ii) stating when and how the loss occurred, and, if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
    - (iv) stating the amount of other insurances and the names of other insurers;
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
    - (vii) stating the place where the insured property was at the time of loss;
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
  - (d) if required by the insurer and if practicable:
    - (i) produce books of account and inventory lists;
    - (ii) provide invoices and other vouchers verified by statutory declaration; and
    - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

### Fraud

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

### Who may give notice and proof

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made:
- (a) by the agent of the insured if:
    - (i) the insured is absent or unable to give the notice or make the proof; and
    - (ii) the absence or inability is satisfactorily accounted for; or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

### Salvage

- 9 (1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

### Entry, control, abandonment

- 10 After loss of or damage to insured property, the insurer has:
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
    - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

### In case of disagreement

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in The Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until:
- (a) a specific demand is made for it in writing; and
  - (b) the proof of loss has been delivered to the insurer.

### When loss payable

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

### Repair or replacement

- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

### Notice

- 14 (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

### APPENDIX "B"

#### OTHER CONDITIONS

- 1 Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

### 603 (07/23)

# TELUS HomePro™ Plus

## HOME PRO TERMS OF SERVICE

Version: June 1, 2023

This Terms of Use and Service Agreement (the “Agreement”) for the Tech Support website platform (the “Platform”) and technical support (the “Services”) (collectively, the “Services”) governs your use of the Platform and Services.

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE PLATFORM AND SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE, DOWNLOADING AND UTILIZING THE PLATFORM AND SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

**THE PLATFORM AND SERVICES ALLOW YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE PLATFORM AND SERVICES ARE PROVIDED TO YOU BY ASURION. CONTACT US AT TERMSOFSERVICE@ASURION.COM FOR INFORMATION ABOUT THE PLATFORM AND SERVICES OR ANY QUESTIONS RELATED TO THIS TECH SUPPORT AGREEMENT.**

### Terms and Conditions Applicable to Platform and the Services

**1. DEFINITIONS.** In this Agreement: (a) the words “Asurion” and “Our” and “Us” and “We” mean Asurion Consumer Solutions of Canada Corp. a Nova Scotia company, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a subscriber of Technical Support services through TELUS HomePro Starter or TELUS HomePro Plus, who downloads or uses the Platform or Services and any household member residing at the service address You enrolled into the Plan and (c) the word “Product(s)” means the following eligible products owned by You and located at the service address You enrolled into the Plan, eligible to receive the Services, and any additional products as updated in Asurion’s sole discretion:

#### Home Office:

- Laptops, Desktops and Tablets: Each can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired).
- External Hard Drives
- Printers
- Scanners
- Routers
- Range Extenders/Boosters/Repeaters
- E-Readers
- Webcams

#### Home Entertainment:

- LCD TV, LED TV, OLED TV, Plasma TV. Televisions include coverage for the original remote.
- Gaming systems
- Gaming controllers
- Portable Gaming systems & controllers
- DVD Players
- Portable DVD Players

- Blu-ray Players
- Portable Blu-ray Players
- Home Theatre
  - Amplifiers
  - Home Theater Systems
  - Receivers
  - Tuners
  - Speakers
  - Soundbars
- Bluetooth/Wi-Fi Speakers
- Portable Bluetooth Speakers
- Video Streaming Products
- Audio Streaming Products
- Radios
- Projectors

#### Smart Home Products:

***All of the “Smart” products within this category must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.***

- Smart Hubs
- Smart Speakers
- Smart Plugs
- Smart Lights / Bulbs
- Smart Light Dimmers
- Smart Thermostats
- Smart Door Locks
- Small Security Cameras
- Smart Video Doorbell
- Smart Door & Window Sensors
- Smart Carbon Monoxide Detectors
- Smart Flood Sensors and Shut off Devices
- Smart Glass Break Sensors
- Smart Smoke Detectors
- Smart Air Quality Monitors
- Smart Garage Door Openers
- Smart Blinds
- Motion Sensors
- TELUS Smart Home Panels
- TELUS Smart Thermostats
- TELUS Smart Door Locks
- TELUS Smart Security Cameras
- TELUS Smart Video Doorbells

#### Personal Wearables:

- Health/Fitness Bands
- Smart Watches



- Portable Activity / GPS Trackers
- Portable Healthcare Products
  - Blood pressure monitors
  - Pulse oximeters
  - Personal home use EKG monitors
- MP3 Players
- Headphones
- Virtual Reality Headsets

#### TELUS Wearables:

- TELUS Living Well Companion
- TELUS Smart Wear Security

#### Small Smart Appliances:

**The following products must be Wi-Fi enabled or/and controlled through the app. Services are limited to the smart component only.**

- Smart Air fryers
- Smart bread making machines
- Smart coffee makers
- Smart countertop ovens
- Smart deep fryers
- Smart microwave ovens
- Smart pressure cookers
- Smart rice cookers
- Smart slow cookers
- Smart sous vide machines
- Smart thermometers
- Smart toasters
- Smart ice makers
- Smart Floor Care / Robotic Vacuums

#### Portable Air / Heating Equipment

- Air Purifiers
- Humidifiers
- Portable Electric Heaters
- Portable Air Conditioners

#### Other:

**The following products must be Wi-Fi enabled or/and controlled through the app. Services are limited to the smart component only.**

- Smart HVAC
- Smart Fitness Equipment
- Large Smart Home Appliances

- 2. PRIVACY POLICY & PASSWORDS.** You acknowledge that when you utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about your Products and/or about your use of the Services. You also may be required to provide certain information about yourself as a condition to using the Services and the Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Services is subject to our Privacy Policy which is available at <https://www.asurion.com/privacy-policy-ca-en>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Product have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.
- 3. MOBILE AND DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that you may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of

those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.

- 4. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR APP, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
- 5. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE PRODUCT, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 6. CLASS ACTION WAIVER.** Any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class-arbitration, collective, representative, multiple-plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 6 shall expressly survive cancellation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
- 7. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform shall be brought within one year of the

events giving rise to the claim, and failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

- 8. THIRD-PARTY CONTENT.** The Services and/or Platform may expose You to content, websites, products and services created or provided by parties other than Asurion (“third-party content”). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties’ terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content. If you have any issues with any third-party content, you must contact the provider of the third-party content provider directly.
- 9. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services and/or Platform are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services and/or Platform, including ways to improve the Services and/or Platform or other products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You. For greater certainty, You grant to Asurion a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) licence to use and incorporate Ideas.
- 10. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services and/or Platform; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defence and control of any matter which You are required to indemnify, and You agree to cooperate in that defence.
- 11. ASSIGNMENT.** This Agreement and any rights or licences granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- 12. SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.
- 13. TERMINATION OR CHANGE OF THE PLATFORM AND SERVICES.** We reserve the right to modify this Agreement, subject to the terms of this paragraph. We may amend any part of this Agreement by adding content, deleting content, or changing the existing content. These amendments may be made at any time and could occur very close together, or very far apart, depending on the circumstances. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new version date and may also notify you by other means. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply. If you disagree with any amendment, you may cancel the Agreement at any time in the 30-day period before the amendment takes effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also cancel in the 30 days after the amendment takes effect. In either case, there is no cost or penalty for cancelling because you disagree with an amendment. If you do not cease using the Platform or Services during the cancellation period, then, by Your continued use, You are

considered to have accepted the proposed amendments. We reserve the right to suspend or terminate Your use of the Services and/or Platform, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services and/or Platform. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable. Upon termination: (i) all rights granted to You under this Agreement will also terminate; and (ii) You must cease use of the Platform and Services. Termination will not limit Asurion’s rights or remedies at law or in equity.

- 14. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Platform or Services are appropriate outside of Canada. We cannot guarantee that the Platform or Services are compliant with any laws outside of the United States or Canada.
- 15. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the province of New Brunswick, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 16. USE.** The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform by laws of Canada, the United States or any other applicable jurisdiction. The Platform is operated from facilities in the United States, and Asurion makes no representation that the Platform is appropriate or available for use in locations outside of the United States and Canada. We cannot guarantee that the Platform is compliant with any laws outside of Canada or the United States. You should not use the Platform when travelling outside Canada or the United States.
- 17. LICENCE.** Asurion grants You a personal, revocable, royalty-free, non-transferable, non-exclusive limited right to access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform’s documentation. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.
- 18. OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The Platform may include open source or third-party software, and Your use of the Platform is subject to any licences or agreements governing that software.
- 19. FUNCTIONS.** The Platform includes several functions, and Your ability to access those functions depends upon the Product You use to access the Platform and Your agreement with Asurion and/or Your carrier. Asurion does not warrant that the Platform will be compatible with or operable on Your Product or that any particular Platform function will be available to You. You acknowledge and agree that not all of the Platform functions may be available to You at all times or at any time. Your Product must be powered on and connected to the internet to access and utilize the Platform. Asurion reserves the right to change, suspend or discontinue the Platform and/or any of its functions at any time, for any reason and without notice or liability to You. Functions include but are not limited to:
- A. **CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Product. Your use of the function may convey certain information about Your Product 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.
- B. **REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access, with Your authorization, Your Product during a live call to assist You in managing some limited features on Your Product through Our software platforms or the platforms of our third-party providers. You expressly consent to our support technicians remotely accessing Your Product and any other products included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Product to the representative, including, without limitation, Your settings information and information regarding Your files and content.
- C. **DATA COLLECTION AND USE.** If available, the Platform may collect and convey certain data and information about Your Product. Information regarding Asurion’s policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion privacy policy, available at <https://www.asurion.com/privacy-policy-ca-en>.



- 20. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications (“Core Communications”), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Product and the features available thereon, as well as Your use of that product (“Non-Core Communications”), and You can opt out of receiving those Non-Core Communications by following the “unsubscribe” instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.
- 21. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Product at issue, as well as any software on the Product and any product connected to the Product. 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 Product or software. When seeking the Services, You represent to Us that any information or data disclosed to Asurion is not confidential or proprietary to You or any third party. When seeking the Services, You (a) expressly consent to technical support representative remotely accessing Your Product and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Product, software or product, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.
- 22. RESTRICTIONS ON USE.** You shall not use the Platform in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of any third party or discloses a trade secret or confidential information. You shall not, and shall not permit any third party to: (a) decompile, reverse-engineer, disassemble, derive the source code of or decrypt the Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.
- 23. MISUSE.** You shall not misuse the Platform or Services, including, without limitation, using the Platform or Services in any manner that: (a) interferes with or interrupts the Platform or Services or any hardware, software, system or network connected with the Platform or Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another’s privacy rights; (c) uses the Asurion functions on a product without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Platform or Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implements any workaround to any copy protection, rights management, or security features in or protecting the Services; or (g) uses any robot, spider, or other automatic product, process, or means to use the Platform or Services.
- 24. COMPLIANCE WITH U.S. EXPORT LAWS.** By using the Platform, You acknowledge that the Platform is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Platform.
- 25. CANCELLATION.** You may cancel Services at any time for any reason by contacting Telus at 877-710-7776. We may cancel Services at any time for any reason by notifying you. You will receive a pro-rated refund of your monthly fee. If you fail to make a monthly payment, your Services will be suspended until the payment is made.
- 27. AVAILABILITY OF SERVICES.** The Services will be provided in French and English. The Services are developed and provided by Asurion or its authorized third-party providers. The Services are available 24 hours a day 7 days a week at 877-710-7776. You may also be able to use the Services by accessing “Click-to-Chat” feature on the platform or application. The Services are available only for Your Products. To use the Services, an individual seeking to use the Services on Your behalf must provide information identifying themselves as a household member at the service address You enrolled.
- 28. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Product after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Product. 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 Product. Some technical problems that You encounter when using Your Product 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.
- 29. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications (“Software”) on Your Product and/or any product connected to or used in connection with Your Product. The Software may include tools that allow Us to remotely access Your Product through Our Software platforms or the platforms of our third-party providers, and We may access any product connected to Your Product, as well as the contents thereon. You may be required to close out or “hide” some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.
- 30. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Product or other products manufactured to be compatible with Your Product or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any hardware, 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 regardless of the cause of any such loss or damage. You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs.

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

#### **ADDITIONAL TERMS SPECIFIC TO THE SERVICES**

- 26. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Product and the operating systems and software applications either thereon or intended to be used thereon such as virtual product setup, troubleshooting, educating customer on how to use the Product, or how to connect your Product to other connected products or wi-fi. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Product; (b) installation of third-party software or OEM drivers not supported by Your Product; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or other software; (e) diagnostic support not related to Your Product; (f) modification of Original Equipment Manufacturer (“OEM”) software; (g) hardware and equipment setup (unless otherwise indicated) and repair; (h) installation of non-sanctioned applications; or (i) assistance with enterprise-level, software-industry-specific hardware or equipment.