

ASURION® EXPERTS AND TECH HERO MOBILE APPLICATION TERMS OF SERVICE

THESE TERMS OF SERVICE (“TOS”) SET FORTH THE LEGALLY BINDING TERMS BETWEEN YOU AND ASURION FOR YOUR USE OF THE ASURION EXPERTS PLATFORM, WEBSITES, AND APPLICATION (COLLECTIVELY AND INDIVIDUALLY, THE “PLATFORM”) AND YOUR PROVISION OF SERVICES.

YOUR ACCESS TO AND USE OF THE PLATFORM AND PROVISION OF SERVICES IS SUBJECT TO THE TOS, INCLUDING ITS MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS, ITS LIMITATION OF LIABILITY PROVISIONS, AND ITS CONFIDENTIALITY AND NON-DISCLOSURE PROVISIONS. THE TOS IS A LEGAL CONTRACT BETWEEN YOU AND ASURION, AND YOU SHOULD READ THE TOS CAREFULLY AND COMPLETELY BEFORE ACCESSING OR USING THE PLATFORM AND/OR PROVIDING SERVICES. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THE TOS, INCLUDING ASURION’S COLLECTION OF CERTAIN CATEGORIES OF DATA DISCUSSED IN THE TOS BELOW, DO NOT ACCESS OR USE THE PLATFORM OR PROVIDE SERVICES.

THE TOS SHALL BECOME EFFECTIVE UPON THE EARLIEST OCCURRENCE OF THE FOLLOWING: (1) WHEN YOU CLICK-TO-ACCEPT THE TOS IN A WEBSITE, (2) WHEN YOU CLICK-TO-ACCEPT THE TOS IN THE APPLICATION, (3) WHEN YOU ACCESS OR USE THE PLATFORM FOLLOWING YOUR RECEIPT OF THE TOS, OR (4) WHEN YOU OTHERWISE PROVIDE US WITH NOTICE OF YOUR AGREEMENT TO THE TOS.

PLEASE CONTACT ASURION AT HELP@SOLUTOEXPERT.COM WITH QUESTIONS REGARDING THE PLATFORM AND/OR THE SERVICES.

1. **Definitions.** In the TOS: (a) “Asurion,” “We,” “Us” and “Our” mean Asurion Service Warranty, Inc. and its parents, subsidiaries, branches, affiliates, agents, contractors, employees, successors and assigns; (b) “You” and “Your” mean an individual who accesses or uses the Platform and/or provides Services, as well as any person or entity represented by that individual; (c) “Platform” means the Asurion Experts Platform, Websites, and/or Application, collectively and individually; (d) “Websites” means the websites located at www.tech.partners, www.asurionexpert.com, www.asurionexperts.com, www.asurion.expert, and www.solutoexpert.com; and (e) “Application” means the Tech Hero Mobile Application and the software provided in connection with the Application.

2. **Services.** The Platform allows You to provide Your services to assist and resolve the tech help inquiries of certain Asurion customers via chat sessions conducted through a Website or the Application (Your “Services”). Your decision to provide Services in response to any particular Asurion customer inquiry at any particular time, or whether to provide Services at all, is made in Your sole discretion. You must submit an application to Asurion in order to provide Services through the Platform, and Asurion reserves the right to accept or reject Your application and to terminate Your ability to provide Services at any time for any reason in its sole discretion. You further agree that as part of the application process, to the extent permitted by applicable local, state, or federal law, Asurion may conduct (or use an agency to conduct) criminal history

checking, drug testing, Social Security Number and legal right to work checking, and You agree to provide any necessary authorizations or information in order for Asurion to access such records.

3. **Payments.** Asurion will make payments to You for completed Services in accordance with Asurion's policies for calculating the amounts of such payments, and at intervals to be determined by Us in Our sole discretion. Asurion shall make all such payments through its third party payments processor, and if necessary, You agree to create an account with such payment processor in order to receive payments for completed Services. Asurion may deduct any payment processing fees from any payments to You. Asurion reserves the right to withhold or adjust payments if We suspect any potential fraudulent activity or misuse of the Platform as set forth in this TOS. Any such decision to withhold or adjust payments shall be made in a reasonable manner.

4. **Conduct and Restrictions.** Asurion is not responsible for the conduct of any of its customers to whom You may provide Services via the Platform, or to whom You may provide personal information about yourself via the Platform. By using the Platform and providing Services, You accept all risks associated with such conduct. You also understand and agree that You, not Asurion, are solely responsible for Your conduct when accessing and using the Platform and/or providing the Services. When accessing or using the Platform and/or providing the Services, You shall not:

(a) stalk, harass, threaten, abuse or harm any person or otherwise invade another's privacy rights;

(b) post or transmit any content to any person that is illegal, vulgar, obscene, objectionable, defamatory, hateful, false, inaccurate, or misleading;

(c) discriminate against or harass anyone on the basis of race, national origin, religion, age, gender, gender identity, sexual orientation, marital status, physical or mental disability, or medical condition;

(d) impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

(e) request personal information from any other person, or otherwise collect or store personal information about any other person;

(f) attempt to defraud Asurion or its customers on the Platform in connection with providing Services;

(g) send customers links to any other websites when providing Services;

(h) interfere with or interrupt the Platform or any hardware, software, system or network connected with the Platform;

(i) use the Platform functions on a device without permission, or for purposes other than providing the Services;

(j) tamper with or make an unauthorized connection to any network, including, without limitation, the network of any wireless carrier;

(k) disseminate viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Platform or any other computer software or hardware;

(l) use, post, or transmit the intellectual property or other proprietary rights of third parties without authorization, in violation of any law, or in violation of third party terms of use, including by;

(m) infringe any copyright, trademark or other intellectual property right of any third party or disclose a trade secret or confidential information;

(n) violate any applicable rules, laws or regulations;

(o) decompile, reverse engineer, disassemble, derive the source code of or decrypt the Platform;

(p) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform;

(q) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or

(r) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

5. **Platform.**

(a) **License.** Subject to the terms and conditions of the TOS, Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Platform solely as permitted by its functions for the purpose of providing Services. Asurion grants You no other rights, beyond what is expressly granted to You in the TOS, and Asurion hereby reserves any and all other rights.

(b) **Passwords & Account Information.** In order to access the Platform and provide Services, You may be asked to provide an email address and create a password and/or to provide Your Google account information, which may result in Us receiving information about You. You agree that you will provide Asurion with complete and accurate information when creating Your account and using the Platform. You are solely responsible for any activity that occurs on or in

relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. You may not allow any other person to access or use Your account. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

(c) **Functions.** The Platform includes several functions, and Your ability to access those functions depends upon Your devices and Your agreement with Your mobile carrier. Asurion does not warrant that the Platform will be compatible with or operable on Your devices 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 devices must be powered on and within Your mobile coverage area, if applicable, for the Platform to operate. Asurion reserves the right to change, suspend or discontinue the Platform and/or any of the Platform functions at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to the Platform, if applicable. Asurion will not assume any liability if You do not have the most current version of the Platform on Your devices.

(d) **Use.** The Platform is intended for Your use only in order for You to provide the Services. 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 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 other locations.

(e) **Privacy, Security, and Data Collection and Use.** The Platform and Your use of the Platform and its functions may collect and convey certain data and information about Your mobile device, including, without limitation, telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Our Privacy Policy is available [here](#) and explains the policies of Asurion with respect to the collection, use and disclosure of information related to or derived from Your use of the Platform. Please read the Privacy Policy carefully and completely. It is incorporated by reference into the TOS, and by using the Platform, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Since Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk.

(f) **Costs and Data Usage Charges.** In some circumstances, You may need to purchase additional equipment or software to access or use the Platform, and You may incur data usage charges or other fees or charges when accessing or using the Platform, downloading and using the Application, and/or providing Services. In those circumstances, You are fully and solely responsible for the cost of any such equipment or software and the payment of any such fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Platform.

(g) **Open Source and Third-Party Software.** The Platform may include open source or third-party software, and Your use of the Platform is subject to any licenses or agreements governing that software.

6. **Communications.** You agree to receive communications from Us via calls, SMS messages, email, and the Platform. You agree that You are solely responsible for any charges or fees associated with those communications. You can opt out of receiving SMS messages or calls from Us, but You acknowledge that opting out may impact Your use of the Platform and/or Your ability to provide Services.

7. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM OR TO PROVIDE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PLATFORM OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OUR AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED \$50.00. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THE PLATFORM IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE PLATFORM, 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 PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE PLATFORM WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE PLATFORM SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE PLATFORM OR YOUR PROVISION OF SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE PLATFORM OR ENABLE YOU TO PROVIDE SERVICES AT ALL,

IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE PLATFORM TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE PLATFORM, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

9. **Confidentiality, Non-Use and Non-Disclosure.**

(a) **Definition.** “Confidential Information” means any of Asurion’s proprietary information, technical data, trade secrets or know-how, whether or not marked as proprietary or confidential, including, but not limited to, research, products, services, customer data, technical data, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, or other business information that may be disclosed to You under this TOS and/or through Your access to and use of the Platform and/or provision of Services, either directly or indirectly, in writing, orally, or otherwise. Confidential Information shall also include Customer Data. “Customer Data” is any information pertaining to individuals, whether employees of Asurion or customers of Asurion to whom You provide Services, including but not limited to: home and business addresses and phone numbers, credit card information, claims data, customer interactions, technical data pertaining to customer’s devices and any other personally identifiable information obtained by You, in any form, under this TOS and/or through Your access to and use of the Platform and/or provision of Services.

(b) **Non-Use and Non-Disclosure.** You shall not, during or subsequent to the term of this TOS, use Confidential Information for any purpose whatsoever other than the performance of Services under this TOS, or disclose Asurion’s Confidential Information to any third party. All Confidential Information shall remain the sole property of Asurion. You shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (i) is known to You at the time of disclosure to You as evidenced by Your written records, (ii) has become publicly known and made generally available through no wrongful act or failure to act by You, or (iii) has been rightfully received by You from a third party who is authorized to make such disclosure.

(c) **Mandatory Disclosure.** In the event You are requested or required by legal process to disclose any of Asurion’s Confidential Information, You shall give prompt advance notice to enable Asurion to seek a protective order or otherwise prevent or restrict such disclosure. In the event that such protective order is not obtained, You shall disclose only that portion of the Confidential Information which Your counsel advises You are legally required to disclose, provided that You shall exercise Your reasonable efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with Asurion to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10. **ARBITRATION AGREEMENT.** Most of Your concerns about the Platform or the Services can be addressed by contacting Us at help@solutoexpert.com. For any dispute with Asurion, You agree to first contact Us and attempt to resolve the dispute with Us informally. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

(a) This Arbitration Agreement (“A.A.”) shall survive the termination of the TOS 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 Your relationship with Asurion, the Platform, or the Services, 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 of Your dispute. Such agencies may be able to seek relief on Your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request by certified mail to the Legal Department.

(c) The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this A.A. 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 \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person hearing or hearing by telephone, or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of Our last settlement offer or if We made no settlement offer, and the arbitrator

awards You any damages, We will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay 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 attorney's fees and expenses. We hereby waive any right We may have under applicable law to recover attorney's fees and expenses from You if 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 EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with another person's dispute and may not preside over any form of representative or class proceeding. If this specific provision A.A. is found to be unenforceable, then the entirety of this A.A. is null and void.

11. **Claim Limitation.** Unless otherwise allowed by applicable law, any claim related to the Platform or Your Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

12. **Independent Contractor Relationship.** You and We expressly intend and agree that You are an independent contractor. Nothing in the TOS will in any way be construed to constitute You as an agent, employee, or representative of Asurion, and Your use of the Platform and provision of Services shall be as an independent contractor. Other than the Platform, You shall furnish all devices, supplies, tools and materials necessary to provide Services, and will incur all expenses associated with providing Services. You shall set Your own hours of work and amount of time worked providing Services, and You are not prohibited from performing work for any third parties of Your choosing. You acknowledge and agree that You are obligated to report as income all compensation received by You for Services provided pursuant to this TOS, and You acknowledge Your obligation to pay all required state and federal taxes, and obligations on said income. Asurion is not obligated to and shall not withhold sums for such payments from the compensation paid to You under this TOS.

13. **Intellectual Property Rights.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Platform are the exclusive property of Asurion, and all such rights not expressly granted to You in the TOS are hereby reserved and retained by Us. You agree not to use any of the foregoing rights other than as set forth in this TOS. If You submit comments or ideas about the Platform, including ways to improve the Platform or other of Our products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas 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 Us, or developed by Our employees or obtained from sources other than You.

14. **Indemnification.** You agree to indemnify, defend, and hold Us harmless from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Platform; (b) Your provision of Services; (c) Your alleged or actual breach of the TOS; (d) Your alleged or actual violation of any applicable rule, law or regulation; (e) Your negligence or willful misconduct; or (f) Your alleged or actual violation of the intellectual property or other rights of third parties, including, without limitation, Asurion's customers. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to defend or indemnify, and You agree to cooperate in that defense.

15. **Term and Termination.** The TOS will remain in full force and effect while You use the Platform and/or provide Services. We reserve the right to suspend or terminate Your use of the Platform, or to terminate the TOS, at any time and for any reason in Our sole discretion, including, but not limited to, (i) for any use of the Platform, provision of Services, or other conduct in violation of the TOS, or (ii) Your failure to provide Services of adequate quality in Asurion's sole discretion. Upon termination of the TOS, You will no longer have access to the Platform, and Asurion's only liability to You shall be for any payments not yet made to You for completed Services.

16. **Assignment.** The TOS and any rights, licenses, or obligations described herein, including but not limited to the Services, may not be transferred, assigned, delegated, or subcontracted by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer, assignment, delegation, or subcontract in violation of this provision is null and void.

17. **Severability & Waiver.** If any term of the TOS 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 the TOS. Any failure to enforce a right or term of the TOS shall not be deemed a waiver of that right or term.

18. **Compliance with U.S. Export Laws.** By downloading the Application, You acknowledge that the Application 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 Application.

19. **Entire Agreement & Governing Law.** This TOS and the documents incorporated by reference constitute the entire agreement between You and Asurion with respect to the Platform and the Services and supersede any prior or contemporaneous agreements. The TOS and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

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

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