

## **HOME DEVICE ADVISOR TECHNICAL SUPPORT TERMS OF SERVICE**

The Home Device Advisor Technical Support Terms of Service is a legal agreement between you, the end user (hereinafter, "You") and Verizon Online Services, LLC. Your use of the Home Device Advisor Service (hereinafter, the "Service") is subject to the Home Device Advisor Technical Support Terms of Service described below (hereinafter, "Terms" or "Services"); your use is also subject to the Verizon Wireless Customer Agreement, which is available at [www.verizon.com](http://www.verizon.com). Please read both the Home Device Advisor Technical Support Terms of Service and the Verizon Wireless Customer Agreement carefully, and do not use the Services if You disagree with them. Additional information about the Services is available at <http://www.verizonwireless.com/>. ADDITIONALLY, ANY DISPUTES UNDER THESE TERMS OF SERVICE SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS," WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND WE BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THESE TERMS OF SERVICE ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.

**Supported Devices & Use of Services.** We, directly or indirectly, will provide the Services in accordance with the Terms and as described below. The Services are available for devices in Your immediate household that can connect to Your wireless network ("Supported Products"), subject to the exclusions described in the "Scope of the Services" Section below and other exclusions as decided by us in our sole discretion. Data usage charges may apply to the Services. In some circumstances, You may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software. The Services may also include two (2) in-home visits ("Visits") and specific technical support services provided via Asurion Tech Expert ("Expert"). You need not consent to the Visits in order to utilize the Services herein. See below for Scope of Services and Visits.

**Scope of the Services.** The following services are provided herein:

### **A. The Services.**

The Services include: (a) technical support for Your Supported Products and the operating systems and software applications on them; (b) technical support for the use of Your Supported Products with other devices and services manufactured to be compatible with Your Supported Products or intended to be connected to them (excluding any Verizon-branded router); (c) quality assessment of Your in-home connectivity; (d) technical support for Your Supported Products (if applicable) as it relates to the assessment of the product's performance; and (e) two (2) optional Visits by an Expert as further described below in section C. From time to time we may, but are not required to, make additional benefits, products, and/or services available to You as a Home Device Advisor customer. These additional benefits, products, and/or services may be provided to You without charge or may be optional offers for an additional or discounted fee.

The Services do not include: (a) activation of Your wireless devices; (b) assistance with wireless network coverage issues, such as dropped calls or data interruptions; (c) diagnostic support unrelated to Your Supported Products; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Supported Products; (f) repair of peripherals, home or wireless routers, modems, or networks; (g) installation of non-sanctioned applications; (h) assistance with any Verizon-branded or provided home router; or (i)

assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices.

#### **B. Tech Coach Mobile Application.**

The Services include access to the Tech Coach Mobile Application (the “Tech Coach App”) that is provided to You directly by Asurion Mobile Applications, LLC. The Tech Coach App provides several functions, including access to an Expert who can provide Technical Support Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may at a future date provide other features and benefits. The Tech Coach App is subject to a separate end-user license agreement available at [www.phoneclaim.com/verizon/techcoachapp/terms/](http://www.phoneclaim.com/verizon/techcoachapp/terms/). The Tech Coach App end-user license agreement is independent of these Terms and the Verizon Wireless Customer Agreement.

#### **C. Scope of In-Home Expert Visits.**

The Visits will only be performed by us upon Your request and consent, and they are optional. Prior to scheduling, Asurion may require that the services described below first be performed via a live voice or messaging session.

The Visits will be conducted in your home for the purpose of: 1) troubleshooting home technology issues; 2) assisting with Supported Products set-up and configuration, including establishing streaming services, whole home data back-up, connecting “smart” home products, and parental controls; 3) providing guidance on password and storage management; 4) evaluating home WiFi and network; or 5) evaluating technology product purchases. Visits may also include reviewing new products and/or services available in the marketplace that might meet your technology needs. Assistance with product set-up and configuration shall not include the installation of any Supported Product in any furniture or fixed infrastructures, including but not limited to cabinetry or walls. We make no representations about the quality, functionality, or suitability of products or services that the Experts recommend. We are not liable for any decision You make to purchase any products or services recommended. You should review each product or service carefully to ensure it meets your needs prior to purchase.

Visits may include some or all of the above services but will be limited in time to approximately one (1) hour in duration each. If the Visit requires more time, an Expert may choose to extend the stay, but will not be obligated to do so. Experts will use commercially reasonable efforts during the Visits to perform the above services. If the Expert is unable to resolve your issue after making commercially reasonable efforts, they have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, the Expert may have limited information from vendors, manufacturers, and developers, and they may not have the ability to obtain the proprietary or other information required to resolve your issue. Some technical issues that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers, or developers of that software or hardware, in which case the Expert may not be able to resolve your issue.

Visits will be scheduled by calling (844) 769-1991. If You need to reschedule the date of your Visit, You must give us at least 24-hours advanced notice. If You do not provide that notice, we reserve the right to cancel the Visit and not reschedule.

Someone at least 18 years of age must be present at all times while the Expert is in your home and throughout the duration of the Visit. Upon completion of the Visit, the Expert may provide You with their contact information and a follow-up email with new product recommendations.

You must make the products or devices intended for assessment/consultation in your home by the Expert accessible, and provide a safe, non-threatening environment for the Expert to conduct the Visit.

As part of the Visit, the Expert will not be responsible for dismantling or physical installation of any products or equipment. The Expert will also not be responsible for conducting any repairs or physical triage of a product or device that may involve specific tools or a unique work environment for your safety and the safety of the Expert.

When providing Services, the Expert may be required to remotely access Your Supported Device, including any data, videos, pictures, text messages, or other content thereon. It is Your responsibility to remove any sensitive content on Your Supported Device to the extent You believe necessary to prevent access by the Expert.

**Backup of Software and Data.** You are responsible for backing-up the software or data stored on Your Supported Products and other devices included in the Services. Customer must also clear any private or confidential/personal information from devices that the Expert may handle. We are not responsible for any loss, alteration, or corruption of any software or data, and we may decline to provide Services to You if it is determined that You have not taken appropriate back-up measures.

**Remote Access Applications.** To receive Services, You may be required to run certain software applications on Your Supported Products and other devices included in the Services (“Software”). The Software may include tools that allow the Experts to remotely access Your Supported Products or devices and any content stored thereon. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and this Home Device Advisor Technical Terms of Service and the Verizon Wireless Customer Agreement, the Software-specific terms control with regard to the Software only. You acknowledge and agree that You will not copy or modify the Software or any other materials provided to You in connection with the Services.

**Representations and Authorizations.** When receiving the Services, You represent that You are the owner or an authorized user of the Supported Products or other devices for which You are using the Services, as well as any software thereon, and we reserve the right to refuse to provide Services to You if we determine that You are not the owner or authorized user. When using the Services, You: (a) expressly consent to the Expert remotely accessing Your Supported Products, other devices included in the Services, and any data, videos, pictures, text messages, or other content thereon; and (b) expressly authorize the Expert to effect changes to Your Supported Products, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible. **It’s strongly recommended that prior to the Visit, You back up your photos and videos and secure any personal or confidential data, as we are not responsible for any loss or damage to your digital content that may occur as a result of the triage or trouble-shooting support services that are provided during the Visit.**

**Passwords.** If You know or suspect that the passwords associated with or stored on Your Supported Products 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.

**Claim Limitation.** Subject to the Arbitration provision in Your Verizon Wireless Customer Agreement and unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred.

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 DESCRIBED HEREIN AS THE "VISIT" ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE EXPERT(S) SHALL CREATE ANY REPRESENTATION, WARRANTY, OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE 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 US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY ON LABOR. WE 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.

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 THE 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 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 THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES OR \$150.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The Home Device Advisor Technical Terms of Service constitute the sole and entire agreement between You and us as it relates to the Services. The Terms of Service and your enrollment in the Service shall be governed by the laws of the State of Tennessee, without regard to the choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any cause of action or claim You have with respect to the Terms of Service or the Services must be commenced within one (1) year after the claim or the cause of action arises. We may assign our rights and duties under these terms to any party at any time without notice to You. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the Terms of Service, and all other provisions of the terms remain in full force and effect.

**Right to Terminate.** We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that we may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact us by calling (844) 769-1991 or visiting <https://www.asurion.com/verizon/home-device-advisor/>.

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