

**We, the administrator or the seller of this Plan may make available additional products and services at a discount from time to time, for your consideration.**

## **EASYCARE PREMIUM PROTECTION TERMS AND CONDITIONS**

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the “HOW TO MAKE A CLAIM” section below.**

- I. OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is: **Asurion Technology Services, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 1-866-856-3882.
- II. DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) “we,” “us” and “our”** mean the company obligated under this Plan, as stated in the Obligor section of this Plan; **(2) “you” and “your”** mean the individual that purchased this Plan for personal purposes; **(3) “administrator”** means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 866-547-7247; **(4) “seller”** means Viasat Inc., also known as “Viasat” the seller of this Plan; **(5) “covered products”** mean the item(s) listed in Section V.(a) of this Plan that are owned by you, covered by this Plan and customarily located at your enrolled service address; **(6) “breakdown”** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and Accidental Damage from Handling as a result of normal use (“ADH”) for laptops, tablets, wearables, and printer display screens only; **(7) “enrolled service address”** means the physical residential location you have identified as the service address for this Plan; and **(8) “replacement product”** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
- III. INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your receipt or enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the receipt or enrollment confirmation for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan and prior to your coverage effective date. You must follow the instructions in the owner’s manual for proper use, care, and maintenance of the covered product. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to the commencement of service; repairs to your covered product may result in the deletion of such data files.
- IV. TERM OF COVERAGE:** The term and monthly billing for this Plan begin on the date you enroll as indicated on your receipt or enrollment confirmation and continues on a month-to-month basis while You are an active subscriber of the Seller unless cancelled. **There is an initial thirty (30) day waiting period after the Plan term begins before coverage for your covered product becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE UNDER SECTION V. (WHAT IS COVERED) WILL BE PROVIDED FOR YOUR COVERED PRODUCT DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN; If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date.** There will be no lapse in coverage if you relocate within the seller’s service area, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan is cancelled, the term of this Plan will be extended until the covered repair has been completed and the covered product or a replacement or reimbursement has been delivered or provided to you.
- V. WHAT IS COVERED:** This Plan covers replacement costs or parts and labor 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 Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our sole discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, or (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you in the form of a gift card, electronic payment, or check for the replacement cost of the covered product as determined by us, based on the replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. **Please note: if your covered product is still in the manufacturer’s warranty period, service under this Plan may result in service denial from the manufacturer’s warranty.** On-site, depot, or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes access to technical assistance and support for your covered products, and for your LED TVs, LCD TVs, Plasma TVs and remotes, you can access technical support services but will not have breakdown coverage. You can access technical support for your covered products through 866-547-7247 during the term of this Plan. Technical Support Terms of Service can be accessed at <https://www.asurion.com/pdf/easycare-plus-terms/>. To download Technical Support Terms of Service, go to <https://www.asurion.com/pdf/easycare-plus-terms/>.

**a. COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, age and any brand, as outlined below.

**Home Office:**

- Desktops, Laptops, Tablets (collectively referred to as “PC” or “PCs”). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), internal modem and external speaker set (wired). PCs eligible for coverage under this Plan are equipped with one of the following operating systems: (i) Windows operating system version Windows 7 or newer; (ii) Apple operating system version OS X 10.6 (“Snow Leopard”) or newer; or (iii) any version of Android operating system.
- Home Routers (wired or wireless) including mesh router kit
- External Hard Drives
- Printers

**Smart Home Products:**

- Smart Device Hubs
- Smart Thermostats
- Smart Door Locks
- Smart Home Security Cameras
- Smart Video Doorbells
- Smart Light Dimmers
- Smart Smoke Detectors
- Smart Carbon Monoxide Detectors

All of the “Smart” products above must utilize one (1) of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.

**Wearables:**

- Health and fitness bands
- Smart watches
- Fitness rings

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

**c. ON-SITE SERVICE:** If the covered product requires on-site service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for our technicians 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 Plan 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 products 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.

**d. REPAIR DEPOT SERVICE:** If the covered product is not eligible for on-site service, it may 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 center. Non-original parts may be used for repair of the covered product.

**e. REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you 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 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.

**VI. 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 [www.asurion.com/claims/viasat](http://www.asurion.com/claims/viasat) twenty-four (24) hours a day, seven (7) days a week or by calling 866-547-7247 between the hours of 7AM -11PM ET daily. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim facilitation form. You will be provided with instructions on how to send the completed claim form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim including but not limited to filing a claim for a product not belonging to you, may result in claim denial and or cancellation of this Plan upon immediate notice. The cost to repair or replace the covered products cannot exceed the available balance of funds under the aggregate claim limit as set forth in Section X. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

**VII. INTERNATIONAL SERVICE:** Service under this Plan is not available outside of the United States.

**VIII. SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a non-refundable service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid to us and received in advance of service being provided and may be paid with a valid debit or credit card. A service fee does not apply to the repair or replacement of an original monitor, keyboard, mouse, modem, external desktop speakers, external hard drives, smart device hubs, routers, smart dimmers, smart smoke detectors, or smart carbon monoxide detectors however, the associated costs will apply toward your aggregate claim limit under Section X.

| Covered Products or Services  | Service Fee |
|---|-------------|
| PCs, Printers   | \$99        |
| Smart Thermostats, Smart Video Doorbells, Smart Home Security Cameras, Smart Locks, Health and Fitness Bands, Smart Watches, Fitness Rings, | \$49        |

**IX. PAYMENT:** You agree to pay the monthly term fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly term fee, plus applicable taxes, will be billed on a monthly basis on your seller bill. Non-payment by you will result in cancellation of the Plan.

**X. PLAN LIMITS OF LIABILITY:**

- a. PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is \$2,000.00; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with 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 Plan of \$2,000.00.
- b. 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.
- c. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the covered product requires additional repairs, we may be able to provide you with information on how to get the covered product repaired, however, we will not be responsible for any costs related to these repairs. 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. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.
- d. IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** If you enroll in a different plan offered by the seller for which we are the Obligor, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan. If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

**XI. EXCLUSIONS: This Plan does not cover the following:**

- a. Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**
- b. Pre-existing conditions at the time of your enrollment in this Plan or breakdowns prior to your coverage effective date under this Plan;**
- c. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of covered products, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, accessories (except as otherwise stated herein).**
- d. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**
- e. 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;**
- f. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;**
- g. Costs associated with installation or uninstallation of any covered product;**
- h. Products that are not owned by you, leased and rented products, or products that are not customarily located in your enrolled service address;**
- i. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when product is located at our designated repair location;**
- j. 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;**
- k. Covered products whose serial number has been altered or removed;**

- I. Theft or loss of the covered product;**
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the product;**
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;**
- o. Parts intended for periodic replacement including, but not limited to: adapters, batteries, bulbs, external power supplies, styluses, antennas, cartridges;**
- p. Covered products primarily located outside the United States;**
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
- r. 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;**
- s. Burned-in images and pixel failure within designed specifications or that do not materially alter the product functionality;**
- t. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;**
- u. Custom-built PCs;**
- v. Products for commercial use;**

**XII. RENEWAL:** This Plan renews month-to-month unless cancelled.

**XIII. TRANSFER:** This Plan is not transferable.

**XIV. CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling (855) 463-9333. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

**XV. INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606 in the following jurisdictions AL, AR, CO, CT, DC, GA, HI, IL, IN, KY, MA, ME, MN, MO, MT, NC, NH, NJ, NV, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, and WY and all other jurisdictions as required by law. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Allianz Global Risks US Insurance Company directly at 1-800-831-4262 to report your claim. In New York, our obligations under this Contract are insured under an insurance policy issued by Fireman's Fund Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired you may contact Fireman's Fund Insurance company directly at 1-800-227-1700 to report your claim.

**XVI. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**XVII. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER 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 PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCT UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

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

**XIX. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will 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 Plan.

**XX. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above) ; and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 866-547-7247. 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 TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**1. THIS A.A.:**

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

**2. ARBITRATION PROCESS:**

- a. How to start arbitration.
  - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
  - Describe the dispute and relief sought in the Notice.
  - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

**3. FEES:**

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

**4. ARBITRATION DECISION:**

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
  - We will pay you the greater of the damages or \$7,500.
  - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

**YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

**XXI. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:**

**ARIZONA RESIDENTS:** If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the seller, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or seller knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. The fourth sentence of the **CANCELLATION** section is deleted and replaced with the following: "If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the term Plan fee." Item (d) of the **EXCLUSIONS** section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**



**CONNECTICUT RESIDENTS:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the products, the cost of repair of the products and a copy of this Plan.

**GEORGIA RESIDENTS:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and will not be less than thirty (30) days from the date of mailing or notification of the effective date. The third sentence of the **CANCELLATION** section is deleted and replaced as follows: "If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the term Plan fee." If this Plan is cancelled prior to the end of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration or Small Claims Court Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration or Small Claims Court Agreement provision does not preclude you from bringing issues to the attention of federal, state, or local agencies entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Allianz Global Risks US Insurance Company pursuant to O.C.G.A. 33-7-6.

**NEVADA RESIDENTS:** If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons in which case notice of cancellation will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon fifteen (15) days' notice to you." If we fail to pay the cancellation refund as stated in the cancellation provision, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to Section XI (d) of Exclusions section: "if the products are modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." All references to "service fee" throughout this Plan are deleted and replaced with "deductible". Contact us at 866-547-7247 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

**NEW JERSEY RESIDENTS:** This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

**NEW HAMPSHIRE RESIDENTS:** Contact us at 866-547-7247 with, questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: (603)271-2261. The Arbitration or Small Claims Court Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

**NEW MEXICO RESIDENTS:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to you: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for the products. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.

**OKLAHOMA RESIDENTS:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199295.

**OREGON RESIDENTS:** The Arbitration or Small Claims Court Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents,

employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 866-547-7247. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

**SOUTH CAROLINA RESIDENTS:** Contact us at 866-547-7247 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

**UTAH RESIDENTS: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second and third sentences of Section XIV. **CANCELLATION** are deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. If you fail to make any payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**WASHINGTON RESIDENTS:** The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon twenty-one (21) days' notice to you." Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. If we fail to act on your claim, you may contact Allianz Global Risks US Insurance Company directly at 888-864-0428. You are not required to wait sixty (60) days before filing a claim directly with Allianz Global Risks US Insurance Company.

**WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term upon five (5) days' notice to you on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the covered equipment or its use. The fifth and sixth sentence of the first paragraph of the **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision of this contract is amended as follows: **(1) "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS."** and **(2)** the sentence "'Is governed by the Federal Arbitration Act.'" of Section XX, sub-section (1)(b) is deleted in its entirety.

**WYOMING RESIDENTS:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or seller, or a substantial breach of duties by you relating to the seller service or its use. The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

Administered by:  
Asurion Services, LLC  
Asurion Technology Services of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-1340  
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**Customer Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

## **EASYCARE PREMIUM TECHNICAL SUPPORT TERMS OF SERVICE**

This Terms of Service Agreement for Technical Support (the "Services") (collectively, the "Agreement") governs your use of the Services.

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE, AND UTILIZING THE 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.**

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

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

- 1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Service Warranty, Inc., and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, 3G, etc., used by You such as TVs, desktop computers, laptops, tablets, printers, external hard drives, routers, smart thermostats, smart smoke and carbon monoxide detectors, smart door locks, smart video doorbells, smart light dimmers, smart device hubs, smart home security cameras, smart watches, health and fitness bands, and any additional devices as updated in Our sole discretion.
- 2. PRIVACY NOTICE & 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 Devices and/or about Your access or 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 Notice which is available at <https://www.asurion.com/privacy-notice/>, 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 Notice 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 Notice. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.
- 3. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.
- 4. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices, and where applicable pursuant to Your customer agreement and the respective users thereof, between the hours of 7:00 a.m. and 11:00 p.m. ET, seven days a week. Where applicable, the Services will be available to You for the term of Your applicable plan with Your internet provider. You can access the Services by calling 866-547-7247.
- 5. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.



- 6. 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 DEVICE, 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.
- 7. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at **TERMSOFUSE@ASURION.COM**. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.
- A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
- C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this ARB. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- D.** The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.
- E.** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
- 8. CLASS ACTION WAIVER.** In furtherance of the ARB, 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 Class Action Waiver 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.

- 9. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
- 10. THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including their 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 Notice do not apply to that third-party content.
- 11. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.
- 12. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
- 13. ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- 14. 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.
- 15. TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
- 16. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 17. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Services are appropriate or available for use outside of the United States. We cannot guarantee that the Services are compliant with any laws outside of the United States.
- 18. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Devices and the applicable operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Devices with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto.
- 19. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking 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 personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.
- 20. MISUSE.** You shall not misuse the Services, including, without limitation, using the Services in any manner that: (a) interferes with or interrupts the Services or any hardware, software, system or network connected with the Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion Services on a device 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 Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement 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 device, process, or means to use the Services.

- 21. SUPPORT SERVICES EXCLUSIONS.** The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) assistance with network coverage issues; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer ("OEM") software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; or (i) assistance with enterprise level software industry specific hardware or equipment.
- 22. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Services ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device ("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.
- 23. COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.
- 24. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to Your Device, 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.
- 25. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible 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.
- 26. CANCELLATION.** You or we may cancel Your subscription to the Services at any time by calling (855)463-9333.

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