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# TECH SUPPORT TERMS OF SERVICE

**Version: July 18, 2022**

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

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

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

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

**1. Definitions.** In this Agreement: (a) the words “Asurion” and “Our” and “Us” and “We” mean Asurion Consumer Solutions of Canada Corp. a Nova Scotia company, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a person who downloads or uses the Platform or Services and any person or entity represented by that individual; and (c) the word “Device(s)” means the product that you purchased and is covered by the Extended Protection Plan or Policy.

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

**4. DISCLAIMER OF WARRANTIES. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR APP, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**5. LIMITATION OF LIABILITY. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** 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.

**6. CLASS ACTION WAIVER. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** Any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class-arbitration, collective, representative, multiple-plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 6 shall expressly survive cancellation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

**7. CLAIM LIMITATION. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform shall be brought within one year of the events giving rise to the claim, and failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

**8. THIRD-PARTY CONTENT.** The Services and/or Platform may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse

or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content. If you have any issues with any third-party content, you must contact the provider of the third-party content directly.

**9. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services and/or Platform are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services and/or Platform, including ways to improve the Services and/or Platform or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You. For greater certainty, You grant to Asurion a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) licence to use and incorporate Ideas.

**10. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services and/or Platform; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or wilful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defence and control of any matter which You are required to indemnify, and You agree to cooperate in that defence.

**11. ASSIGNMENT.** This Agreement and any rights or licences granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**12. SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.

**13. TERMINATION OR CHANGE OF THE PLATFORM AND SERVICES.** We reserve the right to modify this Agreement, subject to the terms of this paragraph. We may amend any part of this Agreement by adding content, deleting content, or changing the existing content. These amendments may be made at any time and could occur very close together, or very far apart, depending on the circumstances. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new version date and may also notify you by other means. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply. If you disagree with any amendment, you may cancel the Agreement at any time in the 30-day period before the amendment takes effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also cancel in the 30 days after the amendment takes effect. In either case, there is no cost or penalty for cancelling because you disagree with an amendment. If you do not cease using the Platform or Services during the cancellation period, then, by Your continued use, You are considered to have accepted the proposed amendments. We reserve the right to suspend or terminate Your use of the Services and/or Platform, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent

of the Services and/or Platform. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable. Upon termination: (i) all rights granted to You under this Agreement will also terminate; and (ii) You must cease use of the Platform and Services. Termination will not limit Asurion's rights or remedies at law or in equity.

**14. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Platform or Services are appropriate or available for use in Canada. We cannot guarantee that the Platform or Services are compliant with any laws outside of the United States or Canada.

**15. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the province of New Brunswick, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Agreements with Québec consumers shall be governed by and construed in accordance with the laws of the province of Québec.

**16. USE.** The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform by laws of Canada, the United States or any other applicable jurisdiction. The Platform is operated from facilities in the United States, and Asurion makes no representation that the Platform is appropriate or available for use in other locations. We cannot guarantee that the Platform is compliant with any laws outside of Canada or the United States. You should not use the Platform when travelling outside Canada or the United States and instead should use the contact telephone number internationally.

**17. LICENCE.** Asurion grants You a personal, revocable, royalty-free, non-transferable, non-exclusive limited right to access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform's documentation. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

**18. OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The Platform may include open source or third-party software, and Your use of the Platform is subject to any licences or agreements governing that software.

**19. FUNCTIONS.** The Platform includes several functions, and Your ability to access those functions depends upon the Device You use to access the Platform and Your agreement with Asurion and/or Your carrier. Asurion does not warrant that the Platform will be compatible with or operable on Your Device 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 Device must be powered on and connected to the internet to access and utilize the Platform. Asurion reserves the right to change, suspend or discontinue the Platform and/or any of its functions at any time, for any reason and without notice or liability to You. Functions include but are not limited to:

- A. **CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Device. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- B. **REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access, with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of our third-party providers. You expressly consent to our support technicians remotely accessing Your Device and any other devices included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information and information regarding Your files and

content.

- C. **DATA COLLECTION AND USE.** If available, the Platform may collect and convey certain data and information about Your Device. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion privacy policy, available at <https://www.asurion.com/privacy-policy-ca-en>.

**20. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your 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.

**21. 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.

**22. RESTRICTIONS ON USE.** You shall not use the Platform in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of any third party or discloses a trade secret or confidential information. You shall not, and shall not permit any third party to: (a) decompile, reverse-engineer, disassemble, derive the source code of or decrypt the Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

**23. MISUSE.** You shall not misuse the Platform or Services, including, without limitation, using the Platform or Services in any manner that: (a) interferes with or interrupts the Platform or Services or any hardware, software, system or network connected with the Platform or Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion functions on a 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 Platform or Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implements any workaround to any copy protection, rights management, or security features in or protecting the Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Platform or Services.

**24. COMPLIANCE WITH U.S. EXPORT LAWS.** By using the Platform, You acknowledge that the Platform is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Platform.

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

**25. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other

things, (a) assistance with 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, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or other software; (e) diagnostic support not related to Your 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.

**26. AVAILABILITY OF SERVICES.** The Services are developed and provided by Asurion or its authorized third-party providers. The Services are available during the hours of 8:00 a.m. - midnight EST with the exception of the following holidays, on which such hours of operation shall not apply: Good Friday (Friday preceding Easter), Victoria Day (Monday preceding the last weekend in May), July 1<sup>st</sup>, Labour Day (first Monday in September), Thanksgiving (second Monday in October), close at 2 p.m. EST on December 24<sup>th</sup> and December 25<sup>th</sup>, close at 2 p.m. EST on December 31<sup>st</sup> and January 1<sup>st</sup>. The Services are available only for Your Devices. To use the Services, an individual seeking to use the Services on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Services by calling 1-855-359-8324. You may also be able to access the Platform’s “Click-to-Chat” feature, if available, at [www.asurion.com/thesource](http://www.asurion.com/thesource).

**27. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your 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.

**28. 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.

**29. BACK-UP.** It is Your responsibility to back-up the software and data that are 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.

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

# WHOLE HOME TECH SUPPORT TERMS OF SERVICE

**Version: July 18, 2022**

This Terms of Use and Service Agreement (the "Agreement") for the Whole Home Tech Support website platform (the "Platform") and technical support included in the Whole Home Tech Support Services (the "Services") (collectively, the "Services") governs your use of the Platform and Services.

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

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

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

**30. Definitions.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Consumer Solutions of Canada Corp. a Nova Scotia company, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who downloads or uses the Platform or Services and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices located at the address You provided, eligible to receive the Services, and any additional devices as updated in Asurion's sole discretion.

**31. Privacy Policy & Passwords.** You acknowledge that when you utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and/or about your use of the Services. You also may be required to provide certain information about yourself as a condition to using the Services and the Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Services is subject to our Privacy Policy which is available at <https://www.asurion.com/privacy-policy-ca-en>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your 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.

**32. MOBILE AND DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that you may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.

**33. DISCLAIMER OF WARRANTIES. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR APP, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**34. LIMITATION OF LIABILITY. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** 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.

**35. CLASS ACTION WAIVER. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** Any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class-arbitration, collective, representative, multiple-plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 6 shall expressly survive cancellation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

**36. CLAIM LIMITATION. THE FOLLOWING PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS.** Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform shall be brought within one year of the events giving rise to the claim, and failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

**37. THIRD-PARTY CONTENT.** The Services and/or Platform may expose You to content, websites, products and

services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content. If you have any issues with any third-party content, you must contact the provider of the third-party content provider directly.

**38. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services and/or Platform are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services and/or Platform, including ways to improve the Services and/or Platform or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You. For greater certainty, You grant to Asurion a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) licence to use and incorporate Ideas.

**39. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services and/or Platform; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or wilful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defence and control of any matter which You are required to indemnify, and You agree to cooperate in that defence.

**40. ASSIGNMENT.** This Agreement and any rights or licences granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**41. 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.

**42. TERMINATION OR CHANGE OF THE PLATFORM AND SERVICES.** We reserve the right to modify this Agreement, subject to the terms of this paragraph. We may amend any part of this Agreement by adding content, deleting content, or changing the existing content. These amendments may be made at any time and could occur very close together, or very far apart, depending on the circumstances. We will provide you with notice of the proposed amendment by posting an amended version of this Agreement with a new version date and may also notify you by other means. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply. If you disagree with any amendment, you may cancel the Agreement at any time in the 30-day period before the amendment takes effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also cancel in the 30 days after the amendment takes effect. In either case, there is no cost or penalty for cancelling because you disagree with an amendment. If you do not cease using the Platform or Services during the cancellation period, then, by Your continued use, You are considered to have accepted the proposed amendments. We reserve the right to suspend or terminate Your use of the Services and/or Platform,

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

**43. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Platform or Services are appropriate or available for use in Canada. We cannot guarantee that the Platform or Services are compliant with any laws outside of the United States or Canada.

**44. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the province of New Brunswick, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Agreements with Québec consumers shall be governed by and construed in accordance with the laws of the province of Québec.

**45. USE.** The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform by laws of Canada, the United States or any other applicable jurisdiction. The Platform is operated from facilities in the United States, and Asurion makes no representation that the Platform is appropriate or available for use in other locations. We cannot guarantee that the Platform is compliant with any laws outside of Canada or the United States. You should not use the Platform when travelling outside Canada or the United States and instead should use the contact telephone number internationally.

**46. LICENCE.** Asurion grants You a personal, revocable, royalty-free, non-transferable, non-exclusive limited right to access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform's documentation. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

**47. OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The Platform may include open source or third-party software, and Your use of the Platform is subject to any licences or agreements governing that software.

**48. FUNCTIONS.** The Platform includes several functions, and Your ability to access those functions depends upon the Device You use to access the Platform and Your agreement with Asurion and/or Your carrier. Asurion does not warrant that the Platform will be compatible with or operable on Your Device 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 Device must be powered on and connected to the internet to access and utilize the Platform. Asurion reserves the right to change, suspend or discontinue the Platform and/or any of its functions at any time, for any reason and without notice or liability to You. Functions include but are not limited to:

- D. **CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Device. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.
- E. **REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access, with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of our third-party providers. You expressly consent to our support technicians remotely accessing Your Device and any other devices included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Device to the representative,

including, without limitation, Your settings information and information regarding Your files and content.

- F. **DATA COLLECTION AND USE.** If available, the Platform may collect and convey certain data and information about Your Device. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion privacy policy, available at <https://www.asurion.com/privacy-policy-ca-en>.

**49. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your 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.

**50. 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.

**51. RESTRICTIONS ON USE.** You shall not use the Platform in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of any third party or discloses a trade secret or confidential information. You shall not, and shall not permit any third party to: (a) decompile, reverse-engineer, disassemble, derive the source code of or decrypt the Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

**52. MISUSE.** You shall not misuse the Platform or Services, including, without limitation, using the Platform or Services in any manner that: (a) interferes with or interrupts the Platform or Services or any hardware, software, system or network connected with the Platform or Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion functions on a 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 Platform or Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implements any workaround to any copy protection, rights management, or security features in or protecting the Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Platform or Services.

**53. COMPLIANCE WITH U.S. EXPORT LAWS.** By using the Platform, You acknowledge that the Platform is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Platform.

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

**54. SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured

to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with 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, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or other software; (e) diagnostic support not related to Your 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.

**55. AVAILABILITY OF SERVICES.** The Services are developed and provided by Asurion or its authorized third-party providers. The Services are available during the hours of 8:00 a.m. – midnight EST with the exception of the following holidays, on which such hours of operation shall not apply: Good Friday (Friday preceding Easter), Victoria Day (Monday preceding the last weekend in May), July 1<sup>st</sup>, Labour Day (first Monday in September), Thanksgiving (second Monday in October), close at 2 p.m. EST on December 24<sup>th</sup> and December 25<sup>th</sup>, and close at 2 p.m. EST on December 31<sup>st</sup> and January 1<sup>st</sup>. The Services are available only for Your Devices. To use the Services, an individual seeking to use the Services on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Services by calling 1-855-359-8324. You may also be able to access the Platform's "Click-to-Chat" feature, if available, at [www.asurion.com/thesource](http://www.asurion.com/thesource).

**56. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your 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.

**57. 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.

**58. 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.

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