Mobile Secure Terms of Service

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MOBILE SECURE TERMS OF SERVICE

The Mobile Secure Terms of Service is a legal agreement between you, the end user (hereinafter, "You") and Cellco Partnership d/b/a Verizon Wireless (hereinafter, "Us" or "We"). Your use of Mobile Secure (the "Services") is subject to the Mobile Secure Terms of Service described below (the "Terms"); Your use is also subject to the Verizon Wireless Customer Agreement, including its mandatory binding arbitration provision, which is available at www.verizonwireless.com. Please read both these Terms and the Verizon Wireless Customer Agreement, and do not use the Services if You disagree with them. Additional information about the Services is available at www.verizonwireless.com.

Supported Devices & Use of Services

We, directly or indirectly, will provide the Services in accordance with these Terms. The Services are available for devices associated with each line enrolled in Mobile Secure or a Verizon device protection option that includes Mobile Secure (such devices collectively referred to as "Supported Devices"). To use the Services, You must have an active Verizon Wireless account and a Supported Device, and You must provide Us with the wireless number associated with Your Supported Device when seeking Services. Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to download certain apps or supply and/or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software.

Scope of the Services. The following Services are provided as described below:

Technical Support Services

The Services include technical support provided by Tech Coaches for: (a) Your Supported Device(s) and the operating systems and software applications on it; and (b) the use of Your Supported Device(s) with other devices and services manufactured to be compatible with Your Supported Device(s) or intended to be connected to it (the "Technical Support Services").

The Technical Support Services do not include: (a) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (b) facilitating or activating over-the-air updates to operating systems, firmware, or other software on Your behalf; (c) diagnostic support unrelated to Your Supported Device; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Supported Device; (f) setup, support or repair of computers, peripherals or home or wireless routers, modems or networks; (g) installation of non-sanctioned applications as determined by Us in our sole discretion; (h) data migration from computer device to computer device; or (i) assistance with specialized devices related to medical care, including but not limited to, emergency assistance/first responder devices.

Tech Coach Mobile Application

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

Security Advisor

The Services include access to Security Advisor, which provides expert support to help You proactively secure Your information and resolve security vulnerabilities to help protect you against online threats. Security Advisor experts are available to answer questions and provide content and tips to help you improve or solve security concerns. Security Advisor does not provide real-time notification of sensitive data exposure; virus/malware removal; home network hacking mitigation; or data loss management. To access such security and privacy tools included in the Services, You must download the Verizon Protect Application ("Verizon Protect App") using a smartphone. The make and model of Your Supported Device(s) may limit Your ability to access certain features of Digital Secure and therefore limit the scope of support provided by Security Advisor.

Device Refresh

The Services provide access to device refresh services, including performance check and device sanitization to optimize functionality and performance of Supported Devices. Device performance check services include device diagnostics and checkups for certain performance indicators, such as assessment of device speed, signal strength, and battery performance of Your Supported Device. The availability of these services is contingent on certain criteria, including device/model type. These services may be provided to You via the web or in person at uBreakiFix® by Asurion. These services are diagnostic only, and do not include troubleshooting, repair or replacement services. In-person services also include screen protectors installed on Your Supported Devices (for select smartphones only). The availability of in-person services is contingent upon certain criteria, including device/model type and technician availability.

Device refresh services also include unlimited device sanitization, which involves the cleaning of Your Supported Device (for select smartphones only), case, screen and ports. Device sanitization is contingent on certain criteria, including device type and technician availability, and is only available in one of Our authorized repair locations, which are subject to change at any time. Visit https://www.asurion.com/verizon/ to learn more.

Same-Day Delivery and Setup

Purchase of New Devices

In select locations, if You purchase a new device through verizon.com, You may be eligible for same-day delivery and device setup by a delivery and setup expert ("Setup Services"). Your eligibility for Setup Services will be presented to You at the time of device purchase and will be determined based on the following criteria: (1) Your requested delivery location; (2) device availability; (3) time of purchase (e.g., Setup Services must be offered and accepted by You by 3:00 p.m., local time); and (4) availability of a setup expert.

Insurance Replacements

In select locations, if you file a claim for an eligible smartphone under the Wireless Phone Protection ("WPP") insurance program and are offered a replacement device, you may be eligible for Setup Services. Your eligibility for Setup Services under the WPP program will be determined based on the following criteria: (1) Your requested delivery location; (2) smartphone model eligibility; (3) time that Your WPP claim is filed and approved; and (4) availability of a setup expert. Only claims filed and approved by 4:00 p.m., local time, and that meet Our eligibility requirements, may receive a replacement device from a setup expert on the same day the claim was filed and approved, with Setup Services and same-day delivery windows ending by 9 p.m., local time. Your Supported Device's eligibility for this Setup Service is determined at the time an insurance claim is made and approved. Setup Services are available in select locations and for select smartphones only. Check www.phoneclaim.com/verizon to determine if Your Supported Device is eligible and to determine locations where Setup Services are available.

Purchase of New Devices & Insurance Replacements

Setup Services provided with same-day delivery for a new device purchase or insurance replacements include device activation, data migration services and/or initial device configuration and connectivity. Setup Services will not include dismantling or installation of equipment unrelated to the replacement device. In order to be eligible for Setup Services, someone at least 18 years of age must be present at all times while the setup expert is on site and performing the requested Setup Services. The setup expert will contact You prior to delivering Your device and Setup Services to verify the delivery window. If You do not confirm Your availability for Your scheduled delivery and Setup Services, We reserve the right to cancel Your delivery and Setup Services. If eligible for Setup Services, You may be required to sign a consent form to perform the requested services prior to any services being performed. You agree to provide a safe, non-threatening environment for the setup expert to perform the Setup Services. The setup expert has the right to terminate Setup Services if they feel that You are not complying with any requirements contained in these Terms or any consent provided prior to the initiation of the Setup Services. Setup Services will continue until completion only if completion can occur within a reasonable amount of time, with reasonableness being at the discretion of the setup expert. In the event the Setup Services are stopped prior to Your device setup being complete, You may continue the Setup Services by calling a Tech Coach expert or clicking on the Tech Coach App. Limitations and exclusions may apply.

Data Recovery Services

The Services also include assistance with backing up data to your preferred cloud service at one of Our authorized repair locations, which are subject to change. For select smartphones, data recovery services may also include temporary repair of a damaged smartphone to access limited data for transfer to a cloud service. If temporary repair of Your smartphone is required to provide these services, Your smartphone may be returned to You in a different condition than originally provided. Data recovery services do not include repair or replacement of Your smartphone, and results are not guaranteed. We will use best efforts to assist with backing up data, however ability to access and transfer data is dependent on several criteria, including condition of Your device, ability to connect to a network, and access to cloud or data storage. Data recovery services cannot assist with retrieving data that has been lost, and We are not responsible for any lost software or data. Please see below sections regarding Your responsibilities with respect to the backup of data ("Your Responsibilities in Accessing the Services").

Security and Privacy Services

The Services also provide access to security and privacy services, including those available through the Verizon Protect App. The Verizon Protect App provides several tools including: (a) security monitoring of Your Supported Device with specific malware and virus prevention software; (b) safeguarding your data on public Wi-Fi access; (c) identification of select mobile apps that could access private information from your Supported Device and put your data at risk; (d) identity theft monitoring, using dark web surveillance; and (e) access to identity theft alerts and data recovery tools.

Download of the Verizon Protect App is required in order to access the full suite of security and privacy services, and customers must turn on identity theft monitoring via the Verizon Protect App in order to access that benefit. Only smartphones are eligible to download the Verizon Protect App; but select features may also be accessed on tablets and computers. OS restrictions apply: Android 4.4+ & iOS 11+. The Verizon Protect App is subject to additional terms and conditions available at https://www.verizon.com/support/verizon-protect-app-legal/. The Verizon Protect App terms and conditions are independent of these Terms and the Verizon Wireless Customer Agreement.

Verizon Wireless does not monitor all transactions and cannot protect against all identity theft. See Verizon Protect App terms and conditions for limitations and exclusions. You should contact the three national credit bureaus (e.g., Equifax, Experian and TransUnion), to monitor Your credit report. You should always take steps to safeguard personal information to reduce chances of becoming a victim of identity theft.

Additional benefits, such as access to a security assessment of Your in-home connectivity, may also be provided to you outside of the Verizon Protect App.

Call Filtering Services

The Services also include access to enhanced call filtering services including custom call controls available through the Verizon network and by downloading the Call Filter Application (the "Call Filter App"). The call filtering services include: (a) caller name ID; (b) real time spam alerts; (c) spam lookup and reporting tools; (d) call blocking; and (e) personal block lists. The call filtering services are subject to additional terms and conditions available at https://www.verizon.com/support/call-filter-legal and are independent of these Terms and the Verizon Wireless Customer Agreement.

Additional Information

From time to time, Verizon Wireless may make available to You certain optional promotional offers that are separate from the Services.

Your Responsibilities in Accessing the Services

Backup of Software and Data

You are responsible for backing up the software or data stored on Your Supported Device and other devices included in the Services. Verizon Wireless is not responsible for any loss, alteration or corruption of any software or data, and We may decline to provide Services to You if it is determined that You have not taken appropriate back-up measures. When providing Services, Tech Coach experts and/or Security Advisor experts may be required to remotely access Your Supported Device, including any data, videos, pictures, text messages or other content thereon. It is Your responsibility to remove any sensitive content on Your Supported Device to the extent You believe necessary to prevent access by Tech Coach experts and/or Security Advisor experts.

Remote Access Applications

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

Representations and Authorizations

When seeking Services, You represent that You are the owner or an authorized user of the Supported Device or other devices included in the Services, as well as any software thereon, and We reserve the right to refuse to provide Services to You if We determine that You are not the owner or authorized user. When seeking Services, You: (a) expressly consent to Tech Coach experts and/or Security Advisor experts remotely accessing Your Supported Device, other devices included in the Services and any data, videos, pictures, text messages or other content thereon (including content that may be personal, confidential or otherwise sensitive in nature); (b) expressly authorize Tech Coach experts and/or Security Advisor experts to effect changes to Your devices, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible; and (c) if eligible, and choose to have Your new device purchase or replacement device delivered to you same-day with Setup Services, expressly authorize a setup expert to deliver Your replacement device or new device to Your home (or requested delivery location), and consent to a delivery and setup expert performing certain Setup Services in Your home (or requested delivery location), subject to this Agreement.

Passwords

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

Claim Limitation

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

Other Important Information Concerning the Services

Commercially Reasonable Efforts

Verizon Wireless will use commercially reasonable efforts to provide the Services. This means that if We are unable to resolve Your issue after making commercially reasonable efforts, We have the right and discretion to refuse to take further efforts to do so. 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 Your issue. Some technical problems that You encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your issue. In those circumstances, You still are liable for any fees or charges associated with the Services.

Right to Terminate

Verizon Wireless reserves the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges associated with the Services that We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services. If You wish to terminate Your access to the Services, please contact Us by calling (800) 922-0204 or visiting www.verizonwireless.com.

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