

SECURITY ADVISOR BY ASURION TERMS OF SERVICE

Updated April 8, 2020

This Terms of Service Agreement for the Security Advisor by Asurion website platform ("Platform") and technical support included in the Services (the "Services") (collectively, the "Agreement") governs your use of the Platform and Services.

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND ASURION. THIS AGREEMENT LIMITS THE LIABILITY OF ASURION TO YOU AND CONTAINS AN ARBITRATION PROVISION REQUIRING DISPUTES TO EXCLUSIVELY GO TO ARBITRATION, AND IT ALSO CONTAINS A WAIVER TO ANY JURY TRIAL AND CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PLATFORM OR THE SERVICES.

SECURITY ADVISOR BY ASURION ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES RELATED TO SECURITY AND PRIVACY PRACTICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. THESE TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT TERMSOFSERVICE@ASURION.COM FOR INFORMATION ABOUT PLATFORM AND THE SERVICES.

Terms and Conditions Applicable to Platform and the Services

- 1. Definitions.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" mean ID8 Solutions, Inc. (an Asurion affiliate) 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/or Platform and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices with operating systems Android 4.2+ and iOS 9.0+, and any additional devices as updated in Asurion's sole discretion.
- 2. Privacy Policy & Passwords.** Our Privacy Policy 1) for the Platform is available at <https://www.asurion.com/privacy-policy/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Platform and Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services and/or Platform, 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 and/or Platform, 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, or incur data usage or other fees or charges if You use the Service and/or use the Platform. 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 and/or Platform.
- 4. 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 AND PLATFORM 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 PLATFORM, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES AND/OR PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR PLATFORM WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR PLATFORM SHALL CREATE ANY REPRESENTATION, WARRANTY OR

GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES AND/OR PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR PLATFORM AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES AND/OR PLATFORM 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/OR PLATFORM, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

5. 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 AND/OR PLATFORM, 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, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR PLATFORM. 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 AND/OR PLATFORM 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. ARBITRATION AGREEMENT. Most of Your concerns about the Services and/or Platform can be addressed by contacting Asurion at **TERMSOFSERVICE@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 AND 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 and/or Platform, 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 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.

7. CLAIM LIMITATION. 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. 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 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.

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.

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 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.

11. 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.

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 suspend or terminate Your use of the Platform or 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 Platform or 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 Platform or Services as applicable.

14. 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.

Additional Terms specific to the PLATFORM

15. 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 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 the United States. You should not use the Platform when traveling outside the United States and instead should use the contact telephone number internationally.

16. LICENSE. Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Platform solely as permitted by its functions. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

17. FUNCTIONS. The Platform may include several functions, and Your ability to access those functions depends upon Your Device 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 within Your network carrier's coverage area for the Platform to operate. 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. It is Your responsibility to download any updates to the Platform. Asurion will not assume any liability if You do not have the most current version of the Platform on Your Device. If available, the features may include click-to-call or click-to-chat functionality via the Platform.

18. PASSWORD & ACCOUNT INFORMATION. You may be asked to provide an email address, mobile phone number, and/or other identifying information and create a password in order to access certain features and functions. If required, you agree that you will provide Asurion with complete and accurate information when creating Your account and using the Platform. You are solely responsible for any activity that occurs on or in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Platform on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

19. 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.

20. 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: (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.

21. MISUSE. You shall not misuse the Platform, including, without limitation, using the Platform in any manner that: (a) interferes with or interrupts the Platform or any hardware, software, system or network connected with the Platform; (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 any other computer software or hardware.

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

23. COMPLIANCE WITH U.S. EXPORT LAWS. By using the Platform, You acknowledge that the Platform may be 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:

24. 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 network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your Device; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Device; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; (i) installation of non-sanctioned applications; or (j) data migration from phone to phone or computer to computer.

25. Availability of Services. The Services are developed and provided by Asurion or its authorized third party providers and available by appointment or on the Platform. The Services are available only for Your Devices. To use the Services, the individual seeking service 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 Platform’s “Click-to-Call” and “Click-to-Chat” features, if available.

26. 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 further efforts 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.

27. Representations and Authorizations. When seeking service, 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 service if We determine that You are not the owner and/or the authorized user of the Device, software or device. When seeking service, 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.

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 on any device connected to or used in connection with Your Device. The Software may include remote access tools that allow Us to remotely access Your Device and any device connected to Your Device, as well as the contents thereon. 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 control, but only with regard to the Software itself. 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 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 at any time for any loss, alteration, or corruption of any 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.

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