

**PREMIER SUPPORT HOME TERMS OF SERVICE
(Employee Trial)**

Your access to and use of the Premier Support Home services (“Services”) is subject to the following Terms of Service (“TOS”). Please read the TOS carefully, and do not use the Services if You disagree with them. Additional information about the services is available at www.wirelesshomesupport.com.

1. Definitions. In the TOS: (a) the words “Asurion” and “We” and “Us” refer to Asurion Protection Services, LLC and its parents, subsidiaries, branches, affiliates, agents, contractors, employees, successors and assigns; and (b) the words “You” and “Your” mean an individual who accesses or uses the Services and any person or entity represented by that individual.

2. Supported Devices & Use of Services. The Services are available for all the internet-enabled devices in Your home that belong to members of Your immediate household, regardless of manufacturer or provider. To use the Services, You must be an Asurion employee or a member of an Asurion employee’s immediate household, and must have received an invitation to participate and have enrolled in the Services. Data usage charges may apply to the Services, and You are solely responsible for their payment. In some circumstances, You may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and You are responsible for the cost of that equipment or software. You may be able to access the Services via telephone at 866-875-8965 or via the Asurion Friends application’s “Click-to-Call” and “Click-to-Chat” features.

3. Scope of the Services. The Services include (a) technical support for the internet-enabled devices in your home (“Supported Devices”) and the operating systems and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the Supported Devices with other devices and services manufactured to be compatible with the Supported Devices or intended to be connected thereto. The Services do not include (a) facilitating or activating over-the-air updates to operating systems, firmware or other software on your behalf; (b) diagnostic support unrelated to the Supported Devices; (c) modification of Original Equipment Manufacturer (“OEM”) software; (d) installation of third-party software or OEM drivers not supported by the Supported Device; (e) repair of home or wireless routers, modems or networks; (f) services that require access to a mobile carrier’s billing system; or (g) installation of applications that are not available or offered directly via either the Google Play or Apple Store.

4. Backup of Software and Data. You are responsible for backing-up the software or data stored on the Supported Devices. Asurion is not responsible for any loss, alteration or corruption of any software or data, and may decline to provide Services to you if it is determined that you have not taken appropriate back-up measures.

5. Commercially Reasonable Efforts. Asurion 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.

6. Remote Access Applications. To receive Services, You may be required to run certain software applications on your Supported Devices that are included in the Services (“Software”). The Software may include tools that allow Asurion to access Your devices 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 the TOS, 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.

7. Representations and Authorizations. When seeking service, You represent that You are the owner or authorized user of the Supported Devices 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 service, You: (a) expressly consent to Tech Advisors remotely accessing Your Supported Devices, other devices included in the Services and any data, videos, pictures, text messages or other content thereon; and (b) expressly authorize Tech Advisors 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.

8. Privacy Policy & Passwords. Our Privacy Policy is available at 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 Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into the TOS, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. If You know or suspect that the passwords associated with or stored on Your mobile phone 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.

9. Right to Terminate. Asurion 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.

10. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OUR AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED \$100.00. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR

RELIANCE ON THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

12. ARBITRATION AGREEMENT. Most of Your concerns about the Services can be addressed by contacting Us at 888-442-9019. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

A. In the event We cannot resolve a dispute with You after 60 days, **YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement (“ARB AGREE”) shall survive the termination of the TOS and is governed by the Federal Arbitration Act. This ARB AGREE shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB AGREE does not preclude You from bringing an individual action against Us 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 We do not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We 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 AGREE. The arbitrator is bound by the terms of this ARB AGREE and shall decide all issues, with the exception that issues relating to the enforceability of this ARB AGREE 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. We 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 Us or if We made no settlement offer, and the arbitrator awards You any damages, We 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. We hereby waive any right We may have under applicable law to recover attorney's fees and expenses from You if We prevail 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 WE 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 We 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 AGREE is found to be unenforceable, then the entirety of this ARB AGREE is null and void.

13. CLAIM LIMITATION. Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

14. THIRD-PARTY CONTENT. The Services may expose You to content, websites, products and services created or provided by parties other than Asurion ("Third-Party Content"). We do 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 the TOS and Our Privacy Policy do not apply to that content.

15. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in the TOS are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services or other of Our products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are 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 Us, or developed by Our employees or obtained from sources other than You.

16. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of the TOS; (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.

17. ASSIGNMENT. The TOS 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.

18. SEVERABILITY & WAIVER. If any term of the TOS 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 the TOS. Any failure to enforce a right or term of the TOS shall not be deemed a waiver of that right or term.

19. ENTIRE AGREEMENT & GOVERNING LAW. This TOS and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. The TOS 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.