cricket®

We've got you covered

Cricket Protect Terms and Conditions

Effective January 29, 2027

For New York Customers Only

Detailed terms and conditions.

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Cricket Protect Summary of Key Terms and Conditions

Monthly Charges* (depending on Device Tier)	Tier 1-4: $8 Tier 5: $12
Coverage	**Cricket Protect Insurance:** loss, theft, and accidental or liquid damage **Cricket Protect Service Warranty:** out-of-warranty mechanical and/or electrical malfunctions and technical support features
Insurance and Service Contract Claim Limits	Unlimited number of claims, with each claim limited to $2,500
Cracked Screen Repair Deductible	$0 for eligible devices
Battery Replacement Service Fee	$0 for eligible devices
Replacement Deductibles/ Service Fees** (depending on Device Tier)	Tier 1: $10 Tier 2: $40 Tier 3: $75 Tier 4: $130 Tier 5: $250
Replacement Devices	Replacement devices may be new or refurbished of the same or a like kind and quality model. Phone color, brand, model and features may be different. Compatibility of accessories is not guaranteed.
Device Repairs, including Battery Replacements	**All Repairs:** Repairs are limited to eligible devices in select areas, based upon parts and technician availability. Visit asurion.com/cricket or call 855-309-8342 to check current eligibility. Same-day repair option depends upon claim approval time, parts and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Repairs may use new or refurbished parts; may contain original or non-original manufacturer parts; and may void the manufacturer warranty. **Repair by Battery Replacement:** If a device is outside the manufacturer's warranty period and powers on but fails to maintain an adequate charge after diagnostic testing, we will repair the device by replacing the battery.
Enrollment	Enrollment is optional and **will continue to auto-renew monthly until canceled**.
Covered Equipment	Includes the device and battery, and if part of the covered loss, charging cord and SIM. For coverage to apply, you must own or lease the device, and have used the device (logged use of voice or data) on your wireless number after enrollment. Coverage applies to the most recently used device on your wireless number.
Cancellation	You can cancel your optional coverage at any time by calling 1-800-274-2538, and you will receive a prorated refund of any unearned monthly premium/charges. We may cancel or change terms by giving you prior written notice as required by law.
Bring Your Own Device (BYOD)	When you bring your own device and activate service with it on the Cricket network, it may be eligible for enrollment in Cricket Protect. Smartwatches are not eligible. You must enroll in Cricket Protect within 45 days of activating service on the Cricket network or during an Open Enrollment period. The device must be in good working condition and not damaged. Deductibles/service fees for BYOD devices depend on device tier. You can check eligibility and deductible at asurion.com/cricket. To enroll, customers will need to visit a Cricket store.
Arbitration	The Terms and Conditions contain binding Arbitration Agreements. More information is included below and in the attached terms.

Deductibles and Service Fees

The deductible/service fee schedule is occasionally updated. Some devices may be moved to a different tier during the term of enrollment. To see if your device is eligible and associated deductible/service fee amounts, visit asurion.com/cricket (use "What's my Deductible?") or call 855-309-8342.

Deductible/Service Fee for Replacement Devices** Partial List of Eligible Devices, updated as of August 2026	
Device Tier 1 *$10*	Cricket Debut Smart, Cricket Icon 2/2s/3, TCL 30 Z, Samsung Galaxy A02S, Samsung Galaxy A10e, LG Fortune 3
Device Tier 2 *$40*	Samsung A03s, Samsung A15, Motorola Moto G 5G 2024/2025/2026, Motorola G Play 2023/2024/2026, Motorola G Stylus 2021/2023, Motorola G Power 2021/2022, Cricket Icon 4/5/6, Cricket Icon Plus 2026, Cricket Icon Pro 2026, Cricket Outlast, Cricket Debut S2/S3
Device Tier 3 *$75*	Motorola G Stylus 5G 2024/2025, Motorola Moto G Power 2024/2025/2026, Samsung A13, Samsung A14, Samsung A16, Samsung A17, Cricket Dream 5G, Cricket Innovate E 5G, LG Stylo 4/5/6
Device Tier 4 *$130*	Apple® iPhone® SE 2020, Apple® iPhone® SE 2022 64GB/128GB, Apple Watch® Series 9 41mm/45mm, Apple Watch® Series 10/11 42mm/46mm, Apple Watch SE® 40mm/44mm, Samsung A23, Samsung A32, Samsung A36, Samsung A37, Samsung A52, Samsung A53, Samsung A54, LG K92, Motorola Edge 2025 5G
Device Tier 5 *$250*	Samsung S20 FE, Samsung S21 FE, Samsung S22, Samsung S22 Ultra, Samsung S23, Samsung S23 Ultra, Samsung S23 FE, Samsung S24, Motorola RAZR 2023/2024/2025, Samsung S24 FE, Samsung S24 Plus, Samsung S24 Ultra, Samsung S25, Samsung S25 FE, Samsung S25 Plus, Samsung S25 Ultra, Samsung S26, Samsung S26 Ultra, Apple® iPhone®: X, XS, XS Max, XR, 11, 11 Pro, 11 Pro Max, 12, 12 Mini, 12 Pro, 12 Pro Max, 13, 13 mini, 13 Pro, 13 Pro Max, 14, 14 Plus, 14 Pro, 14 Pro Max, 15, 15 Plus, 15 Pro, 15 Pro Max, 16, 16e, 16 Plus, 16 Pro, 16 Pro Max, 17, 17e, 17 Pro, 17 Pro Max, Air
Deductible/Service Fee for Repairs** Partial List of Eligible Devices, updated as of August 2026	
$0 Screen Repair Deductible	**Apple® iPhone®:** 11/11 Pro/ 11 Pro Max/12/12 mini/12 Pro/12 Pro Max/13/13 mini/13 Pro/13 Pro Max/14/14 Plus/14 Pro/14 Pro Max/15/15 Plus/15 Pro/ 15 Pro Max/16/16 Plus/16 Pro/16 Pro Max/16e/17/17 Pro/17 Pro Max/17e **Samsung Galaxy:** A51/A52/A53/A54/S21 FE 5G/S6/S7/S8/S9/S10/S20 FE/S20+/S23 FE/S24/S24 FE/S25/S25 FE/S25 Ultra/S26/S26 Ultra **Google Pixel:** 4/4XL/4A/5/6/6A/6 Pro/7/7 Pro/8/8Pro/8a/9/9 Pro/9a
$0 Battery Replacement Service Fee	Visit asurion.com/cricket to see if your device is eligible for battery replacement, using the "What's my Deductible?" tool. The list of repair types, devices, and locations may be updated over time.

* The monthly charge for Cricket Protect includes the cost of insurance provided in the program.

** All taxes and surcharges are extra.

Important Disclosures for Cricket Protect

Cricket Protect is a combination of Cricket Protect Insurance and Cricket Protect Service Warranty. Cricket Protect Insurance is insurance coverage underwritten by Continental Casualty Company, Chicago, IL, a CNA company (CNA), and administered by Asurion Protection Services, LLC (In Iowa, Lic. #1001002300, in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161, in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA. The Cricket Protect Service Warranty is provided by Asurion Warranty Protection Services, LLC, or one of its affiliates.

Coverage is Optional

Cricket Protect is an optional coverage that you are not required to purchase in order to buy Cricket services or devices. Program enrollment and replacement authorization shall be at the sole discretion of Continental Casualty Company, a CNA company; Asurion, the plan administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

Limitations and Exclusions

Coverage under this program is subject to limitations and exclusions. The following are excluded from the Coverage Certificate: Loss due to indirect or consequential loss, intentional acts, dishonest acts, fraudulent acts, criminal acts, abuse, technological obsolescence or depreciation, cosmetic damage, unauthorized repair or replacement, pollutants, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, malware, nuclear reaction or radiation, war, governmental action, damage to data, nonstandard external media, and nonstandard software, and failure to reasonably protect the device from any further loss. While mechanical and electrical failure are excluded under the Coverage Certificate, the Service Contract provides coverage for such perils, subject to the limitations and exclusions specified in the Service Contract. Complete exclusions and limitations can be found in the included Coverage Certificate and Service Contract.

Communications

You agree to receive program communications, including legal notices and terms and conditions, by electronic communication using the last email address on file with Asurion or Cricket, the mobile number identified in the Asurion or Cricket system as the account owner and/or any other email address or mobile number you provide to Asurion or Cricket. If electronic delivery is not possible, this information will be mailed to you.

You can access electronic communications on any mobile device or computer that receives electronic communications. You have the right to receive any communication by mail and can withdraw consent of electronic communications by submitting a webform at asurion.com/privacyrights at any time. This will apply to all program communications related to the products and services Asurion provides to you. Withdrawal will not apply to actions already taken or initiated in reliance on your consent.

How to File a Claim

To file a claim, visit asurion.com/cricket or call 855-309-8342 Mon-Sat, 8 a.m. EST–11 p.m. EST, and Sun, noon EST–9 p.m. EST.

- File the claim within 60 days of the date of loss or damage
- If your device was lost or stolen, contact Cricket to temporarily suspend service and prevent unauthorized use
- Pay the non-refundable deductible/service fee per approved claim
- If your device is defective or damaged, return it using the prepaid shipping label provided with your replacement device
- Non-return charges of up to $850 (based on the cost of the claim to the insurance company) may be added to your wireless bill for failure to return your defective or damaged device

Non-Return Fee

If your device is damaged, malfunctions, or if your lost device is later found, you can avoid non-return fees of up to $850 (the fee is based on the cost of the claim to the insurance company) by simply returning the device as directed by us in the return envelope that we provide to you.

Other Coverage

Cricket Protect may provide a duplication of coverage already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This coverage is primary over any other coverage you may have. Unless otherwise licensed, Cricket associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC., by calling 855-309-8342.

BINDING ARBITRATION

The Coverage Certificate and Service Contract contain a binding and individual Arbitration Agreement. You should read the Arbitration Agreement carefully and completely, since it affects your rights. The Arbitration Agreement requires you to: 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS. Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association ("AAA") in accordance with their Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn more about the AAA and those rules by visiting adr.org. The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact Cricket and cancel your coverage. You will receive a prorated refund of any amounts paid for that coverage as applicable.

Agreement to Terms and Conditions

You agree to the Terms and Conditions, including the Coverage Certificate and Service Contract when you enroll. If you would like to review the complete Terms and Conditions before you enroll, you can ask your sales representative or visit asurion.com/cricket, or call 855-309-8342. Complete Terms and Conditions including the Coverage Certificate and Service Contract will also be sent to you after your enrollment.

The included Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate, and Service Contract for complete Terms and Conditions of the coverage provided. For questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact:

Asurion Protection Services, LLC
Asurion Protection Services Insurance Agency, LLC
Customer Care Center
P.O. Box 332024, Nashville, TN 37203
CA License #OD63161
Telephone: 855-309-8342

Fraud

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon, this section does not apply.

Customer Satisfaction

Asurion and CNA strive to satisfy every customer and ask that you allow us the opportunity to resolve any question, concern or complaint you may have by calling us at 855-309-8342.

For Residents of Arkansas, California, Illinois, Indiana and Maryland

Most of your concerns about this Certificate can be addressed simply by contacting Asurion at 855-309-8342. You may also call the Arkansas Insurance Department to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Arkansas Insurance Department at 1 Commerce Way, Suite 102 Little Rock, AR 72202. The consumer hotline for the California Department of Insurance is 800.927.HELP (4357), and the Maryland Insurance Administration is 800.492.6116. The Illinois Department of Insurance can be contacted to file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 320 W. Washington Street, Chicago, IL 60603 and in Springfield at 520 E. Main Street, Springfield, IL 62706. In Indiana, if you need (a) the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email: State of Indiana Department of Insurance Consumer Services Division, 311 West Washington Street Suite 300, Indianapolis, Indiana, 46204; consumer hotline: (800) 622-4461 or (317) 232-2395; complaints can be filed electronically at: www.in.gov/idoi.

For Residents of Washington

For Washington residents only, we may change the insurance terms and conditions with at least thirty (30) days' notice and we may only cancel for the following reasons and notice: (i) fifteen (15) days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (ii) ten (10) days for nonpayment; (iii) immediately for no longer having active service with Cricket; or (iv) thirty (30) days based on a determination by Cricket or the Agent that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any six (6) month period but will provide to each Washington policyholder a thirty (30) day advance written notice of any premium or deductible increase.

For Residents of New Jersey

Cricket Protect includes a service contract that is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

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TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at **1.800.252.3439**.

You may write the Texas Department of Insurance:

Consumer Protection, MC: CO-CP
Texas Department of Insurance
P.O. Box 12030
Austin, TX 78711-203
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CONTINENTAL CASUALTY COMPANY
Chicago, Illinois

Commercial Inland Marine
Communications Equipment
Coverage Certificate – New York

*Please read this entire Coverage Certificate (**"Certificate"**) carefully. It explains each party's rights and duties and what is and is not covered. A copy of the Master Policy under which this Certificate is issued (**"Policy"**) is available for your review.*

*In this Certificate, the words **"you"** and "**your"** mean the **"Insured Subscribers"** (as defined in in Section VIII. DEFINITIONS). The words **"we", "us"** and **"our"** mean Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance. The words **"Authorized Representative"** mean Asurion Protection Services, LLC and "Asurion", except in California, "Asurion" refers to Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161), and in Puerto Rico "Asurion" refers to Asurion Protection Services of Puerto Rico, Inc.*

All other capitalized words and phrases in this Certificate have special meaning and are defined in Section VIII. DEFINITIONS.

I. COVERAGE.

In exchange for premium paid when due, we will insure the Covered Property as described in Section I.A. COVERAGE PLAN, provided that any Loss occurs while your coverage is in effect. The information about your coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference into this Certificate. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

A. COVERAGE PLAN.

This Certificate provides coverage that protects your Covered Property if it is physically damaged, lost, stolen or unrecoverable.

B. COVERAGE PERIOD.

Coverage does not begin until your request for coverage is approved.

1. If you request coverage at Initial Activation and your request is approved, coverage is retroactive to the date your request was submitted. You will be notified within thirty (30) days if your request is not approved.
2. If you request coverage after Initial Activation and your request is approved, your coverage begins immediately after your request was submitted. You will be notified within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

Coverage continues month-to-month unless cancelled.

C. PAYMENT OF PREMIUMS.

You are responsible for the payment of all premiums. The premium amount(s) for monthly pay are shown in the premium schedule below. Your premium is determined by the device category of your Covered Property, as shown in the schedule below.

Device Category	Monthly Premium Per Enrolled Wireless Number
Tiers 1-5	Cricket Protect Insurance premium is included in the Cricket Protect monthly charge.

D. DEDUCTIBLE.

You must pay a non-refundable deductible, if applicable, for each approved repair or replacement before your claim can be completed. The deductible amount is based on the device category of the claimed Covered Property, as shown in the deductible schedule.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Replacement Deductibles	$10	$40	$75	$130	$250
Cracked Screen Repair Deductible (for Eligible Devices only)	n/a	n/a	n/a	$0	$0

NOTE: When applicable, an additional non-returned device charge may apply if you fail to return the Covered Property as directed (See Section IV.H. DUTIES IN THE EVENT OF A LOSS).

II. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMIT.

We will pay a maximum of $2,500, less the applicable deductible in Section I.D. DEDUCTIBLE, for each approved repair or replacement.

B. AGGREGATE LIMIT.

We will provide a maximum of unlimited repairs or replacements of Covered Property per Wireless Number in any one twelve (12) consecutive month period.

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The aggregate limit under this Certificate includes Losses incurred under any prior consecutive certificate issued by us. Losses incurred under this Certificate will be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for twelve (12) consecutive months following the Date of Loss.

If you meet the aggregate limit, coverage will end immediately (subject to Section VI.A.3. CANCELLATION) and we will notify you that your coverage has ended and no future premiums are due.

In any case, the twelve (12) consecutive month period is calculated based on the Date of Loss for each covered Loss.

III. EXCLUSIONS.

This insurance does not cover the following:

A. Indirect or consequential loss, including loss of use, interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in the repair or replacement of Covered Property.

B. Loss to or damage of:

1. Any property or device that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Any wireless device with a unique identification number (IMEI or ESN, etc.) that has been altered, defaced or removed.
5. Data, Nonstandard External Media, and Nonstandard Software.
6. Batteries (unless otherwise covered as an Included Accessory when part of a Loss to the Covered Property).
7. Included Accessories (unless part of a Loss to other Covered Property).

C. Loss due to or resulting, directly or indirectly, from:

1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.
2. Abuse or use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, failure to follow the manufacturer's installation, operation or maintenance instructions, or any act that voids the manufacturer's warranty.
3. Obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
4. Cosmetic damage that does not affect the function of the Covered Property, including scratches, marring and changes or enhancement in color, texture, or finish.
5. Unauthorized repair or replacement.
6. The discharge, dispersal, seepage, migration, release or escape of Pollutants from the Covered Property.
7. Error or omission in design, programming, or system configuration of the Covered Property, or any condition which results in or is covered by a manufacturer's recall.
8. Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
9. Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
10. Mechanical or Electrical Failure.
11. Malware.

IV. DUTIES IN THE EVENT OF A LOSS.

A. If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.

B. If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.

C. You must report a Loss to our Authorized Representative within sixty (60) days from the Date of Loss. You must submit all claims through our Authorized Representative for our approval.

D. You must cooperate in the investigation of your claim. If requested, you must:

1. Provide the following within sixty (60) days of our Authorized Representative's request:
   (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;
   (b) a copy of the original bill of sale;
   (c) a photocopy of a valid state or federal government issued photo I.D. that is not a student or professional license or I.D.; and/or
   (d) any other information required to approve your claim.
2. Permit us or our Authorized Representative to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.

E. You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

F. If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

G. You must take possession of the repaired or replacement device as follows:

1. If we replace your Covered Property, you must take delivery of the replacement device within sixty (60) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.

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2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within the same day of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.

H. If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Authorized Representative direct otherwise. If we provide a replacement device, we may require you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within thirty (30) days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Authorized Representative and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

I. If you fail to comply with these duties, including failure to timely report the Loss, provide the requested information, or cooperate in the investigation and processing of your claim, or otherwise act in a way that increases the Loss or prejudices our right to properly evaluate your claim, your claim may be denied.

V. CONDITIONS IN THE EVENT OF LOSS.

A. If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility.

B. You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.

C. At our option, we will repair the Covered Property with substitute parts or provide a replacement device; repaired or replacement devices:

1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device category to which you were assigned;
2. May be either new or refurbished, and may contain original or non-original parts; and
3. May be a different brand, model or color.

D. Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device category as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.

E. At our option, we may require that the Service Provider, our Authorized Representative or the manufacturer examine the Covered Property during our evaluation of your claim.

F. If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

VI. ELIGIBILITY AND CANCELLATION.

A. CANCELLATION.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to or call: Asurion Customer Care Center P.O. Box 332024, Nashville, TN 37203 or 1-800-274-2538.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We or the Service Provider will mail or deliver to you written notice of cancellation at least thirty (30) days prior to the effective date of cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
   (a) We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
   (b) We will cancel your coverage under this Certificate immediately, without notice, or by providing notice as required by law, for nonpayment of premium.
   (c) We will cancel your coverage under this Certificate immediately if you meet the aggregate limit (See Section II.B. AGGREGATE LIMIT) under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit until we send notice of cancellation to you.
   (d) We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.
4. If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. The cancellation will be effective even if the refund has not been made or offered.

   NOTE: If you are cancelled under Section VI.A.3.(c) CANCELLATION, you will remain ineligible for twelve (12) consecutive months from the date of cancellation.

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B. HOW NOTICE OF CANCELLATION IS PROVIDED.

1. Notices required by Sections VI.A.2. or VI.A.3. CANCELLATION will be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections VI.A.2. or VI.A.3. CANCELLATION, by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. We must designate the Covered Property as eligible for coverage.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any CNA coverage certificate issued to you by your Service Provider within the previous twelve (12) consecutive months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

VII. ADDITIONAL CONDITIONS.

A. All claims filed under this Certificate will be fulfilled within thirty (30) days after you:

1. Provide satisfactory proof of ownership and Loss to our Authorized Representative; and
2. Satisfy all of your duties under Section IV. DUTIES IN THE EVENT OF A LOSS.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.

C. You may not assign this Certificate without our written consent.

D. We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, failure to satisfy the non-returned device charge or deductible on a prior Loss.

E. If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. You may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is:
   (a) Someone covered under this Certificate; or
   (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant.

This will not restrict your coverage.

F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT. Please read this section carefully. It affects your rights. **For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of Continental Casualty Company, and our Authorized Representative, and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 1-855-309-8342. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. This A.A.:
   (a) Survives termination of this Policy.
   (b) Is governed by the Federal Arbitration Act.
   (c) Covers any dispute you have with us concerning or related, directly or indirectly, to this Policy.
   (d) Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
   (e) Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.
2. Arbitration Process:
   (a) How to start arbitration.
   - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
   - Describe the dispute and relief sought in the Notice.

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- If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

(b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

(c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. Fees:
   (a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
   (b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
4. Arbitration Decision:
   (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
   (b) If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
      - We will pay you the greater of the damages or seven thousand five hundred dollars ($7,500).
      - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
   (c) We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
   (d) If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

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

G. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

H. The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

I. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.

J. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.

K. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.

L. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.

M. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.

N. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.

O. It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

VIII. DEFINITIONS.

A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.

B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.

C. "Covered Property" means: The eligible wireless communications device owned or leased by you and actively registered on the Service Provider's network at the time you initially purchased this coverage and for which airtime has been logged after enrollment. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification

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number of the wireless device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered Covered Property, unless you have logged airtime on a different wireless device immediately prior to the time of Loss, then such wireless device shall be considered Covered Property so long as such wireless device is owned or leased by you and you provide us proof of ownership.

D. "Data" means: information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, applications, books, games, magazines, photos, videos, ringtones, music, and maps.

E. "Date of Loss" means: the date a Loss to the Covered Property occurs.

F. "Included Accessories" means: If part of the Covered Loss; one standard battery, one standard charging cord, and (if applicable) one standard SIM card.

G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.

H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:

1. Who have been enrolled in and accepted for coverage under this Certificate.
2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
3. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.

I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.

J. "Malware" means: malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.

K. "Mechanical or Electrical Failure" means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

L. "Nonstandard External Media" means: physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.

M. "Nonstandard Software" means: software, other than Standard Software.

N. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. "Service Provider" means: Cricket Wireless, LLC or one of its affiliates, successors or assigns.

P. "Standard External Media" means: physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer, but which are not integrated components of the Covered Property required for it to function.

Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.

R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

IX. STATE CHANGES.

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Asurion Customer Care Center
P.O. Box 332024
Nashville, TN 37203
1-855-309-8342

All other terms and conditions of the Coverage Certificate remain unchanged.

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ALL OTHER STATE SPECIFIC CHANGES

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

A. STATE CHANGES – Section VII. F. ARBITRATION AGREEMENT is amended as follows:

If you are a resident of Arkansas, District of Columbia, Georgia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington, West Virginia or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

The Arbitration Agreement does not apply if you are a resident of Missouri, Nevada or South Dakota.

B. STATE CHANGES - MISCELLANEOUS

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section VI. C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (iii) The following is added to Sections IV.D.2 and VII.F.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VII.B: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (v) Section VII.G.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VI.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Arkansas: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, you have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102 Little Rock, AR 72202.

Colorado: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Connecticut: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

District of Columbia: In the event of arbitration, the rules for arbitration according to the District of Columbia Official Code will apply. Any arbitration occurring under this Policy shall be administered in accordance with the District of Columbia Uniform Arbitration Act, unless the District of Columbia Uniform Arbitration Act is silent as to any applicable procedural requirement, in which case the Arbitration Rules will control as to such procedural requirement.

Georgia: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Idaho: Section VI.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Illinois: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) The last sentence in Section VII.F is amended as follows: If this specific provision is unenforceable, then this entire A. A. does not apply. (iii) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (iv) In Section VIII.N., the terms "electromagnetic field" and "electromagnetic pulse" are deleted. (v) The Illinois Department of Insurance can be contacted to file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 320 W. Washington Street, Chicago, IL 60603 and in Springfield at 520 E. Main Street, Springfield, IL 62706.

Indiana: Section VII.F. Arbitration Agreement is amended to add the following: If you are a resident of Indiana, the resolution of any disputes pursuant to this Section VII.F shall be governed by the laws of the State of Indiana and relevant applicable federal law.

Iowa: The second sentence in Section VI.A.3.(c) is amended by adding the following: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VI.A.3.(b) is amended as follows: We will cancel your coverage under this Certificate upon fifteen (15) days' notice for nonpayment of premium. (ii) The following is added to Section VI.A.3: We will not cancel your coverage under this Certificate based solely upon the age of your Covered Property. (iii) Section VI.A.4 is amended as follows: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. No penalty will be charged for early cancellation. The cancellation will be effective even if the refund has not been made or offered. (iv) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (v) The second sentence of Section VII.M. is amended as follows: In the event of any material change in the coverage terms, you will be provided at least thirty (30) days written notice of such changes. (vi) NOTE "B" below is amended as follows: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF INSURANCE FRAUD.

Kentucky: (i) The title of Section VII.F., including all references to Section VII.F., is changed to "ARBITRATION". (ii) The second sentence of the first paragraph under Section VII.F. is deleted and replaced with the following: It explains your rights, subject to Section IX (State Changes). (iii). The phrase "or small claims court agreement" in the third sentence of the first paragraph of Section VII.F. is deleted and replaced with "provision." (iv)The fifth sentence of the first paragraph of Section VII.F. is deleted and replaced with the following: In the event we cannot resolve any dispute with you, YOU AND WE MAY AGREE IN WRITING AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION (DESCRIBED BELOW) OR COURT OF APPROPRIATE JURISDICTION. (v) Section VII.F.1.b is deleted. (vi) In Section VII.F.1.(d) the phrase "small claims" is deleted.

Maine: The first sentence of Section ALL OTHER STATE SPECIFIC CHANGES.A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

Maryland: (i) Section VI.A.2. "thirty (30) days" is amended to "forty-five (45) days". (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(a) "fifteen (15) days'" is amended to "forty-five (45) days'". (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (vi) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VII. G. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fifth sentence of Section VII. F., the following language is deleted in its entirety: INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Michigan: This Certificate is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Mississippi: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Montana: (i) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (ii) Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. (iii) The following is added to Section VII.K: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section VIII.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

Nebraska: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Nevada: Section VI.A.3.(a) "fifteen (15) days'" is amended to "ten (10) days'".

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

North Dakota: (i) The first paragraph of Section VI.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days' notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VI A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any

reason by mailing or delivering written notice to you at least ten (10) days before the effective date of cancellation or thirty (30) days' notice for fraud or misrepresentation. (b) If this Certificate has been in effect for ninety (90) days or more, we may cancel for one or more of the following reasons: 1. Nonpayment of premiums with ten (10) days' notice of cancellation; 2. Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; 3. Your actions that have substantially increased or changed the risk insured; 4. Your refusal to eliminate known conditions that increase the potential for loss after notification; 5. Substantial change in the risk assumed unless reasonably foreseen; 6. Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or 7. A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide thirty (30) days' notice of cancellation. (iii) The following paragraph is added to Section VII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least sixty (60) days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: VII.F. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) Section III.C.1. is deleted and replaced with the following: Intentional, dishonest, or fraudulent acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others. (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iv) Section VII. F. is deleted and replaced with the following: In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon and according to Oregon law.

Pennsylvania: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days' notice of cancellation.

Puerto Rico: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Asurion Customer Care Center, P.O Box 332024, Nashville, TN 37203.

South Dakota: (i) Section VI.A.3. is amended to provide at least twenty (20) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(a) "fifteen (15) days'" is amended to "twenty (20) days'". (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days' notice of cancellation.

United States Virgin Islands: (ii) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE. (iii) Section VII.F.1.(d) is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (v) Section VII. G. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VI.A.3.(a) "fifteen (15) days'" is amended to "thirty (30) days'".

Vermont: (i) Section VII.A. is amended as follows: "thirty (30) days'" is replaced with "ten (10) days'." (ii) Note "B." below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (ii) The first sentence of Section VI.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VI.A.3. is amended to provide at least thirty (30) days' notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) The following is added to Section VI.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VI.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45)

days of the arbitrator's award. (viii) The following sentence is deleted from Section VII.F. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-855-309-8342. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT BOTH PARTIES MAY, BY MUTUAL CONSENT, AGREE IN WRITING TO ARBITRATION OF THE DISAGREEMENT. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county of your mailing address. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the expenses of the third arbitrator equally.

Wyoming: (i) Section VI.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation.

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

Cricket Protect Service Warranty

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

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

I. **OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is: **Asurion Warranty Protection Services, LLC**, who can be contacted at P.O. Box 805227, Chicago, IL, 60680, telephone, 1-855-309-8342. In Florida, the company obligated under this Plan is **Asurion Warranty Protection Services of Florida, LLC.**, telephone, 1-855-309-8342. In Puerto Rico, the company obligated under this Plan is **Asurion Warranty Protection Services of Puerto Rico, Inc.** who can be contacted at P.O. Box 805227, Chicago, IL, 60680, telephone, 1-855-309-8342.

II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us"** and **"our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you"** and **"your"** mean the individual that purchased this Plan; **(3) "administrator"** means: (a) Asurion Warranty Protection Services, LLC in the District of Columbia and all states, except Florida; and (b) Asurion Warranty Protection Services of Florida, LLC in Florida, and (c) Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico. The administrator can be contacted at: P.O. Box 805227, Chicago, IL, 60680, or by phone at: 1-855-309-8342; **(4) "retailer"** means Cricket Wireless, LLC the retailer of this Plan; **(5) "covered product"** means the item(s) listed in Section V.a. COVERED PRODUCT of this Plan that is owned or leased by you, and is covered by this Plan; **(6) "breakdown"** means the mechanical or electrical failure of the covered equipment caused by: (i) defects in materials and/or workmanship; (ii) normal wear and tear; or (iii) the standard battery's failure to hold an electrical charge in accordance with the applicable performance threshold as shown on www.asurion.com/cricket; **(7) "replacement product"** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in replacement product with a lower selling price than the original product.

III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your enrollment confirmation for this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to the commencement of service; repairs to your covered product may result in the deletion of such data files.

IV. **TERM OF COVERAGE:** The term of this Plan begins on the date you enroll and continues on a month-to-month basis unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for which the manufacturer is responsible and we may refer you to the manufacturer or retailer during this period. This Plan provides certain additional benefits during the manufacturer's warranty period, as listed in Section V. WHAT IS COVERED, and continues to provide some of the manufacturer's benefits as well as certain additional benefits after the manufacturer's warranty expires.

V. **WHAT IS COVERED:** This Plan covers your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in Section XI. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, or (2) replace the covered product with a replacement product, or (3) reimburse you in the form of an electronic payment or check for the replacement cost of the covered product as determined by us, based on the value of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on www.asurion.com/cricket, we will repair, or, at our sole option, replace an unlimited number of standard batteries. If breakdown occurs in the standard battery, Subscriber Identification Module (SIM) Card and/or charging cord in conjunction with the breakdown of the covered product, we will also repair, or, at our sole option, replace one (1) standard battery one (1) Subscriber Identification Module (SIM) Card or one (1) charging cord as applicable. **Please note: if your covered product is still in the manufacturer's warranty period, service under this Plan may result in service denial from the manufacturer's warranty.** On-site, depot, or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes unlimited access to technical assistance and support for your covered product and, for breakdowns during the manufacturer's warranty, a waiver of the Cricket Wireless expedited in-warranty exchange delivery charges. You can access technical assistance and support for your covered product through www.asurion.com/cricket, 1-855-309-8342 or the Asurion application during the term of this Plan. myExpert Support terms of service can be accessed at www.asurion.com/cricket. To download the Asurion application, go to www.asurion.com/app.

a. **COVERED PRODUCT:** This Plan covers up to one (1) of the following product: The eligible wireless communications device owned or leased by you that is actively registered on the Cricket Wireless network for the enrolled Cricket Wireless telephone number on the date the breakdown occurs and for which you have paid monthly Plan charges to date. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless device associated with your account in the records of Cricket Wireless at the time your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered covered product, unless you have logged airtime on a different wireless device immediately prior to the time of breakdown. If you have logged airtime on a different wireless device immediately prior to the time of breakdown, then such wireless device shall be considered covered product so long as such wireless device is owned or leased by you and you provide Us proof of ownership or lease. Only wireless communications devices that are on the list of eligible devices at the time of purchase are eligible for coverage under this contract. For a list of eligible devices, please visit www.asurion.com/cricket.

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

c. **ON-SITE SERVICE:** If the covered product requires on-site service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover shipping and handling costs. Non-original parts may be used for repair of the covered product.

d. **MAIL-IN REPAIR SERVICE:** Your covered product may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.

e. **REPLACEMENT PRODUCT & REIMBURSEMENTS:** If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

VI. **HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown while coverage is in effect, you may file a claim by going online to www.asurion.com/cricket twenty-four (24) hours a day, seven (7) days a week or by calling 1-855-309-8342. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in VIII. SERVICE FEE. We may require you to fill out a claim facilitation form, you will be provided with instructions on how to send the completed claim form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in XV.CANCELLATION. All claims under this Plan must be reported to us within sixty (60) days of the date the breakdown occurs.

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

VIII. **SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid to us and received in advance of service being provided and may be [paid with a valid debit or credit card.

Claim Service Fee Applicable to Each Replacement					
Device Tier	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Service Fee	$10	$40	$75	$130	$250

Claim Service Fee Applicable to Each Repair by Battery Replacement					
Device Tier	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Service Fee	n/a	n/a	n/a	$0	$0

IX. **NON-RETURN FEE:** Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within thirty (30) days of delivery of the replacement product. You must return the replaced covered product as directed by us and according to the instructions included in the return mailer, including unlocking the device, or you will be charged a non-return fee of up to $850. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

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

XI. **PLAN LIMITS OF LIABILITY:**

a. **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim is $2,500.

b. **AGGREGATE CLAIM LIMIT:** This Plan covers a maximum of unlimited claims.

XII. EXCLUSIONS: This Plan does not cover the following:

a. **Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**

b. **Pre-existing conditions at the time of your enrollment in this Plan or breakdowns prior to your coverage effective date under this Plan;**

c. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments;**

d. **Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**

e. **Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;**

f. **Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;**

g. **Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when product is located at our designated repair location;**

h. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;**

i. **Covered product whose serial number has been altered or removed;**

j. **Theft or loss of the covered product;**

k. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the product;**

l. **Parts intended for periodic replacement including, but not limited to: bulbs, external power supplies, styluses, antennas, cartridges, or any accessories not specifically covered by this Plan;**

m. **Service outside the United States;**

n. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**

o. **Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program; and**

p. **Products for business use.**

XIII. RENEWAL: This Plan renews monthly unless cancelled.

XIV. TRANSFER: This Plan is not transferable.

XV. CANCELLATION: This Plan can be cancelled by you at any time for any reason by notifying the administrator at Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37203 or by calling 1-800-274-2538. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to make any payment for this Plan or any charge required under this Plan, coverage will cease on the date the payment was due. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of the monthly Plan payment made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars ($25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Massachusetts, Maryland, Maine, Minnesota, Missouri, New Jersey, New Mexico, Nevada, New York, South Carolina, Texas, Washington, Wyoming , and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of your wireless product service with Cricket Wireless for any reason constitutes cancellation of the Plan by you, subject to the terms and conditions of this contract.

XVI. INSURANCE SECURING THIS PLAN: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming, and all other states required by law. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

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

XVIII. LIMITATION OF LIABILITY: IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR RETAILER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

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

XX. NON-WAIVER: Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

XXI. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the retailer (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-855-309-8342. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. **THIS A.A.:**
   - **a.** Survives termination of this Plan.
   - **b.** Is governed by the Federal Arbitration Act.
   - **c.** Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
   - **d.** Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
   - **e.** Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.
2. **ARBITRATION PROCESS:**
   - **a.** How to start arbitration.
     - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37211.
     - Describe the dispute and relief sought in the Notice.
     - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
   - **b.** Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
   - **c.** Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
3. **FEES:**
   - **a.** In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
   - **b.** We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
4. **ARBITRATION DECISION:**
   - **a.** You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
   - **b.** If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
     - We will pay you the greater of the damages or $7,500.
     - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
   - **c.** We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
   - **d.** If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

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

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

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

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the fifth sentence of the **CANCELLATION** section is deleted and replaced with the following: "If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been made or repairs that have been made. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by you to us, or the Plan being discontinued by us or Cricket Wireless, LLC.

The term and monthly billing for this Plan begins on the date you enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting us at 1-800-274-2538 or by writing the administrator at: Asurion Customer Care Center, P.O. Box 332024, Nashville, TN 37203. This Plan is offered on a month-to-month basis, the retailer may offer other service contract programs and benefits which may be provided to you by the retailer. We obtained your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.

In California, the form number for use under this plan is as follows:
609 (08/23)
v.CKT1

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

FLORIDA RESIDENTS: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

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

MAINE RESIDENTS: The third sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge required under this Plan, coverage will cease upon fifteen (15) days' notice to you." The fourth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

MINNESOTA RESIDENTS: The third sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon five (5) days notice to you." The fourth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon fifteen (15) days notice to you." If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons, in which case notice of cancellation

will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the cancellation provision, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to the **CANCELLATION** section, "If we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price. The first sentence of the **CHANGES TO THE PLAN** section is deleted and replaced with the following: We may change the monthly charge for the plan, or we may change these terms and conditions at the end of your coverage term at time of plan renewal, with at least 15 days' written notice to you. Any changes to these Terms and Conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective. The first sentence of the Transfer section is deleted and replaced with the following: "This Plan is not transferable." The following language is added to Section XIII (d) of **EXCLUSIONS** section: "if the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at 1-855-309-8342 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW HAMPSHIRE RESIDENTS: Contact us at 1-855-309-8342 with, questions, concerns, or complaints about the Plan. If the Plan cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

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

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

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44198043.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-855-309-8342 . In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

PUERTO RICO RESIDENTS: Purchaser's Name: _____ **Plan Number** ☐☐☐-☐☐☐-☐☐☐☐
With respect to Plans purchased in Puerto Rico, the following changes apply: 1> Section XX. NON-WAIVER is deleted and does not apply. 2> Section II. DEFINITIONS is amended to add the following definition: " (10) "Acts of God and the Elements" refers to destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, flood, hurricanes, tidal waves, among others. 3> Section VIII. SERVICE FEE and all references of "service fee" throughout this contract are amended by removing all references to "service fee" and replacing it with the word "deductible". 4> If you have enrolled in coverage under this Plan, we guarantee that the product(s) are included in the list of covered products. 5> The fifth sentence of Section XXI. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT is deleted and replaced with the following: "In the unlikely event we cannot resolve any disputes, including claims under this Plan, that you or we may have, YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION." 6>Section XXI. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT is amended to add the following: "Any award rendered in accordance with this Contract's Arbitration Agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days' of the arbitrator's award. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute." 7> In Section VI. HOW TO MAKE A CLAIM provision, the reference to "abuse of" is replaced with "fraudulent activity under". 8> The second sentence of the introductory paragraph is amended as follows: "IT PERMITS YOU TO RESOLVE ANY DISPUTES WITH US THROUGH NONBINDING ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU." 9> Item (f.) in Section XII. EXCLUSIONS is amended by deleting the word "abuse".

SOUTH CAROLINA RESIDENTS: Contact us 1-855-309-8342 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

TEXAS RESIDENTS: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 344.

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

VIRGINIA RESIDENTS: Contact us at1-855-309-8342 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The third sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon twenty-one (21) days' notice to you." The fourth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, upon five (5) days' notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the covered equipment or its use. The fifth and sixth sentences of the first paragraph of the **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision of this contract is amended as follows: **(1) "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS."** and **(2)** the sentence ""Is governed by the Federal Arbitration Act." of Section XXII, sub-section (1) (b) is deleted in its entirety.

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

Administered by:
Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, LLC
P.O. Box 805227, Chicago, IL, 60680
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Customer Name: _____

Customer Address: _____

The myExpert Support Terms of Service are incorporated into the Cricket Protect Service Warranty and are included here as a customer courtesy.

MYEXPERT SUPPORT TERMS OF SERVICE

This Terms of Service Agreement for the myExpert technical support (the "Services") (collectively, the "Agreement") governs your use of the Services.

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

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

myExpert SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY ASURION. CONTACT US AT TERMSOFUSE@ASURION.COM FOR INFORMATION ABOUT THE SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.

1. **DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Protection Services, LLC, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible wireless communications devices with operating systems Android 4.2+ and iOS 9.0+, that a Cricket authorized retail location provides or sells to You, or You provide, and that Cricket activates with a Cricket SIM card on Your account, and any additional devices as updated in Asurion's sole discretion.
2. **PRIVACY NOTICE & PASSWORDS.** You acknowledge that when you utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and/or about your access or use of the Services. You also may be required to provide certain information about yourself as a condition to using the Services and the Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Services is subject to our Privacy Notice which is available at https://www.asurion.com/privacy-notice/, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.
3. **DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.
4. **AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices, and where applicable pursuant to Your carrier agreement and the respective users thereof, between the hours of 8 a.m. and Midnight EST Monday - Friday and 10 a.m. to 10 p.m. EST Saturday - Sunday. Where applicable, the Services will be available to You for the term of Your applicable plan with Your carrier. Where applicable, an individual seeking to use the Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 1-855-309-8342.
5. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALLY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
6. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE

OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE DEVICE, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at **TERMSOFUSE@ASURION.COM**. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

   A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS. This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.

   B. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org 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 AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for $10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than $10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.

   D. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or $2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.

   E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

8. **CLASS ACTION WAIVER.** In furtherance of Section 15A to this Agreement, any Claim arising out of or post cancelation 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 17 shall expressly survive cancelation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

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

10. **THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto

are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Notice do not apply to that third-party content.

11. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Notice do not apply to that third-party content.

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

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

14. **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.

15. **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.

16. **TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.

17. **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.

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

19. **SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion:

    A. **TECHNICAL SUPPORT.** The Services include technical support for Your Device and the applicable 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.

    B. **DEVICE CARE.** If available, includes access to certain services, provided to you directly by Asurion Protection Services, LLC that you become eligible for on the day of your initial enrollment in technical support and continues so long as you maintain your enrollment in the program. Your Device Care services include a series of checkpoints provided by expert support that will help you optimize and maintain your device's performance over time. These checkpoints may include an initial triage and assessment of your device, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for recommended maintenance based on device age and performance. You can access Device Care at any time during your enrollment as needed based on device performance.

    C. **ENHANCED DEVICE CLEANINGS.** For select Devices, plan services may include Enhanced Device Cleanings in select locations of Our authorized repair centers. Enhanced Device Cleaning availability is contingent upon certain criteria, including location, technician availability, and device type. Enhanced Device Cleaning may be provided with certain repairs. Customers may also access Enhanced Device Cleaning by scheduling an appointment at my.asurion.com.

20. **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.

21. **MISUSE.** You shall not misuse the Services, including, without limitation, using the Services in any manner that: (a) interferes with or interrupts the Services or any hardware, software, system or network connected with the Services; (b) stalks, harasses, threatens or harms any person

or is otherwise invasive of another's privacy rights; (c) uses the Asurion Services on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement any workaround to any copy protection, rights management, or security features in or protecting the Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Services.

22. **SUPPORT SERVICES EXCLUSIONS.** The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer ("OEM") software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; or (i) assistance with enterprise level software industry specific hardware or equipment.

23. **COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

24. **REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or "hide" some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

25. **BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any hardware, software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You regardless of the cause of any such loss or damage. You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs.

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