

# Welcome to Smart Protect Mobile for 1

Important Information,  
including Terms and Conditions

Effective July 15, 2023

Select Government Accounts

## Smart Protect Mobile for 1 program details

Monthly Premium/Charges	\$11.99* per mobile number enrolled. Includes Smart Protect Mobile Insurance for 1, Asurion Photos app and Tech Assist by Asurion support for the enrolled eligible device.
Claim Limits	Three claims within any consecutive 12 months with a maximum device value of \$2,500 per occurrence. If you were previously enrolled in Mobile Insurance or Smart Protect Mobile Insurance for 4, claims from such programs that are less than 12 months old will be carried forward and applied to the claim limits of a newly issued coverage certificate for Smart Protect Mobile Insurance for 1.
Replacement Device	Once your claim is approved, you will receive your replacement device within two business days.** Claims may be fulfilled with new or Certified Restored equipment, which is previously opened, and/or used (which may be refurbished or remanufactured, and may contain original or non-original replacement parts) of the same model or other models of like kind and quality. Colors, features and accessory compatibility are not guaranteed.
Screen Repair of Device	As soon as same-day repair may be available for eligible devices in select areas. Same day repair option depends upon claim approval time, parts availability, 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 and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Newly-launched device models may not be eligible for repair. For a partial list of eligible devices, see the Partial List of Screen Repair Eligible Devices in this brochure. Go to <a href="http://asurion.com/liberty">asurion.com/liberty</a> to see if your device is eligible for repair. Devices and areas subject to change at any time.
Battery Replacement	If an eligible wireless device powers on and the battery fails to maintain an adequate charge after diagnostic testing, we will repair the eligible wireless device by replacing the battery during the extended warranty period.
Covered Incidents	Lost, stolen, accidental physical or liquid damage, and out-of-warranty malfunctions.

\*Tech Assist by Asurion pricing based on government account status.

\*\*Claims approved by 6PM ET are shipped same day and, in most cases, delivered within two days.

Cancellation Policy	You may cancel your optional insurance coverage at any time and receive a refund of your unearned monthly premium/charges. You can call 1-877-868-8772 to cancel, or mail advance written notice stating when such cancellation is effective to P.O. Box 110656, Nashville, TN 37222. We may cancel or change terms by giving you prior written notice as required by law. Any unearned premium/charges will be refunded to you.
Covered Equipment	<b>Phone</b> —Includes wireless phone, standard battery, standard battery charger and SIM card. <b>Wireless Home Phone</b> —Includes wireless home phone device, power cord, back-up battery, phone cable, and SIM card. <b>Tablet</b> —Includes wireless tablet, and if part of loss, standard battery charger, and SIM card. For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss. For current and updated program terms, see <a href="http://asurion.com/liberty">asurion.com/liberty</a> .
Bring Your Own Device	When you activate your own device on the Liberty Mobile network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by Liberty Mobile, the applicable replacement and screen repair Deductible Tier for that specific make/model applies for all approved claims. For a non-Liberty Mobile device make/model, Device Tier C applies. Replacement options will vary depending on Deductible Tier. Device must be in good working condition and may be subject to inspection prior to enrollment
Dispute Resolution	In the unlikely event we cannot informally resolve any disputes, including any claims under the Smart Protect Mobile Insurance program, you will be required to: 1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.

Replacement Deductibles	A non-refundable deductible will be charged for each approved claim. Deductible amounts are based on device tiers	
		Standard Deductible
	Tier A	\$25
	Tier B	\$50
	Tier C	\$125
	Tier D	\$200
	Tier E	\$250
	Tier F	\$299
To see the deductible amount for your device, go to <a href="https://asurion.com/liberty">asurion.com/liberty</a> .		

	Equipment	Standard Deductible
Screen Repair Deductibles	Tier A	N/A
	Tier B	N/A
	Tier C	\$29
	Tier D	\$29
	Tier E	\$29
	Tier F	\$29

	Equipment	Standard Deductible
Repair by Battery Replacement Deductible for Eligible Devices	Tier A	\$0
	Tier B	\$0
	Tier C	\$0
	Tier D	\$0
	Tier E	\$0
	Tier F	\$0

Partial List of Covered Devices	
Updated as of <b>April 2023</b>	
<b>Device Tier A</b> <i>Deductible: \$25</i>	Samsung Galaxy A12/A13 5G Samsung Galaxy A32 5G/A51 5G
<b>Device Tier B</b> <i>Deductible: \$50</i>	Samsung Galaxy A14 5G Samsung Galaxy Watch4 40mm/44mm
<b>Device Tier C</b> <i>Deductible: \$125</i>	Apple® iPhone® SE/8/8 Plus 64GB Samsung Galaxy S20/S21 5G 128GB Samsung Galaxy A52/A71 5G 128GB Samsung Galaxy S9 64GB Bring Your Own Device (a non-Liberty Mobile make/model)
<b>Device Tier D</b> <i>Deductible: \$200</i>	Apple® iPhone® XR/11/12/12 Mini 64GB & 128GB Apple® iPhone® 14 128GB Samsung Galaxy S22/S20 Ultra 5G 128GB Samsung Galaxy S10 Plus 128GB
<b>Device Tier E</b> <i>Deductible: \$250</i>	Apple® iPhone® 11 Pro/11 Pro Max 256GB Apple® iPhone® 12 Pro/12 Pro Max 256GB Apple® iPhone® 13 Pro/13 Pro Max 256GB Apple® iPhone® 14 Pro Max 128GB & 256GB Samsung Galaxy S21 Ultra/S22 Ultra 5G 128GB Samsung Galaxy Note 20 Ultra 5G 128GB
<b>Device Tier F</b> <i>Deductible: \$299</i>	Apple® iPhone® 13 Pro Max/14 Pro Max 1TB Samsung Galaxy Z Fold3/Z Fold 4 5G 256GB & 512GB

To see the deductible amount for your device, go to [asurion.com/liberty](https://asurion.com/liberty) or call Asurion Customer Care at 1-877-868-8772. Some devices may be moved to a different deductible tier during their lifecycle.

Partial List of Screen Repair Eligible Devices Table	
Below is a partial list of screen repair eligible devices. To see if your device is eligible for repair, go to <a href="https://asurion.com/liberty">asurion.com/liberty</a> . Eligible devices and available areas are subject to change at any time.	
<b>\$29 Screen Repair Deductible</b>	Apple® iPhone® SE, Apple® iPhone® X/XR/XS/XS Max Apple® iPhone® 11/Pro/Pro Max Apple® iPhone® 12/Mini/Pro/Pro Max Apple® iPhone® 13/Mini/Pro/Pro Max Apple® iPhone® 14/Plus/Pro/Pro Max Google Pixel 6/6 Pro/6A/7/7 Pro Samsung Galaxy S9/S10, Samsung Galaxy S9+/S10+/S10 5G/S10E Samsung Galaxy Note 9/10/10+/10+ 5G Samsung Galaxy S20/S20 FE/S20+/S20 Ultra Samsung Galaxy S21/S21 FE/S21+/ S21 Ultra Samsung Galaxy S22/S22+/S22 Ultra Samsung Galaxy Z Flip 3/4, Samsung Galaxy Fold 3/4

## Important Disclosures for Smart Protect Mobile Insurance for 1

### Coverage Is Optional

Smart Protect Mobile Insurance for 1 is an optional insurance coverage that you are not required to purchase in order to purchase services or devices. Smart Protect Mobile for 1 includes Smart Protect Mobile Insurance for 1, Asurion Photos app and Tech Assist by Asurion support. Smart Protect Mobile Insurance for 1 is underwritten by Continental Casualty Company, Chicago, IL, a CNA company (CNA), and administered by Asurion Protection Services, LLC (in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA. Program enrollment and replacement authorization shall be at the sole discretion of CNA; Asurion, the program administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

### Limitations and Exclusions

The insurance coverage does contain limitations and exclusions. For example, intentional damage, cosmetic damage and device failures due to faulty parts or workmanship are excluded. Complete exclusions and limitations can be found in the included Coverage Certificate.

### 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 1-877-868-8772.

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

Consumer hotline for the California Department of Insurance is 800-927-HELP (4357), for the State of Indiana Department of Insurance is 800-622-4461, and for the Maryland Insurance Administration is 800-492-6116. The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (877) 527-9431 or online at <https://mc.insurance.illinois.gov/messagecenter.nsf> (online form) or <https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf> (printable format).

### 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) 10 days for nonpayment; (iii) immediately for no longer having active service with Liberty Mobile or exhausting your aggregate claim limit; or (iv) thirty (30) days based on a determination by Liberty Mobile 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.

### Communications

Smart Protect Mobile for 1 program and legal notices will be sent via email, unless not permitted by law. If notices cannot be sent via email or if an email address is not provided, the information will be mailed.

### Easy Claim Process

To file a claim quickly and easily, visit [asurion.com/liberty](http://asurion.com/liberty) or call 1-877-868-8772.

- Representatives are available to help you Monday through Friday from 8 a.m. to 10 p.m. ET; Saturday and Sunday from 9 a.m. to 9 p.m. ET.
- Report the claim within 60 days of the date of loss.
- If your device was lost or stolen, please contact Liberty Mobile Customer Care to temporarily suspend service and prevent unauthorized use.
- If your device is defective or has been damaged, and you are being provided a replacement device, it must be returned using the prepaid shipping label provided with your replacement device. Non-return charges of up to \$850 may be added to your wireless bill for failure to return your defective or damaged device.
- Once your claim is approved, you can receive your replacement device within two business days.

### Other Coverage

The included Coverage Certificate 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 insurance is primary over any other insurance you may have.

Unless otherwise licensed, Liberty Mobile 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 (in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.).

The included Coverage Certificate is the entire agreement between CNA and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided (including the exceptions set forth in Section X. STATE CHANGES). For questions regarding the coverage provided under this Coverage Certificate, please call or write to:

**Asurion Protection Services, LLC (in Puerto Rico,  
Asurion Protection Services of Puerto Rico, Inc.)  
Customer Care Center  
P.O. Box 110656, Nashville, TN 37222  
Telephone: 1-877-868-8772**

In the unlikely event we cannot informally resolve any disputes, including any claims under the attached Smart Protect Mobile Insurance Certificate, please be aware that THE FOLLOWING TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G. OF THE INCLUDED TERMS AND CONDITIONS.

NOTE: 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.

All applicable taxes and surcharges extra. All trademarks, service marks and logos are the property of their respective owners.

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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:

MC 111-1A

P.O. Box 149091

Austin, TX 78714-9091

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto: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.

## Commercial Inland Marine Communications Equipment Coverage Certificate

*Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party's rights and duties and what is and is not covered.*

*In this Certificate, the words "you" and "your" refer to the "Insured Subscribers." The words "we", "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance..*

*In this Certificate, the words "Authorized Representative" and "Asurion" refers to Asurion Protection Services, LLC except as follows: In Puerto Rico, "Asurion" refers to Asurion Protection Services of Puerto Rico, Inc.*

*Other capitalized words and phrases have special meaning. Refer to Section IX. DEFINITIONS.*

A copy of the policy under which this Certificate is issued is available for your inspection.

### I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any Loss (as defined in Section IX. DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

#### Information About Your Coverage

With regard to all enrollment requests, the coverage specified in this Certificate begins at 12:01 a.m. of the date of such request. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

#### A. WHAT WE INSURE.

We insure your Covered Property (as defined in Section IX. DEFINITIONS), for Loss as long as it remains eligible for coverage. 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.

#### B. COVERAGE PLAN

We cover your Covered Property for the following cause(s) of loss.

- i) Physical damage.
- ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
- iii) Mechanical or Electrical Failure.

C. PROPERTY NOT COVERED.

The following are not covered:

- 1. Any property or equipment 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. Data, Nonstandard External Media, and Nonstandard Software.
- 5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
- 6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

D. PAYMENT OF PREMIUMS.

You will be charged the monthly premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
All eligible equipment categories	Smart Protect Mobile Insurance for 1 premium is included in the Smart Protect Mobile for 1 monthly charge

E. WHEN COVERAGE IS EFFECTIVE.

All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.

- 1. If you submit your request for enrollment for insurance coverage at Initial Activation: Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.
- 2. If you submit your request for enrollment for insurance coverage after Initial Activation: Your coverage under this Certificate requires the successful completion of a test call to the "Covered Property" prior to becoming effective. Coverage begins upon our approval. Upon our approval, coverage is retroactive to the date of the test call. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved. Eligibility for enrollment after Initial Activation may be subject to limitation.

II. EXCLUSIONS.

Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:

- 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 repairing or replacing lost or damaged Covered Property.
- B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
- C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
- E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
- F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
- G. Loss caused by or resulting from unauthorized repair or replacement.
- H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
- I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer's warranty.
- J. Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer's recall.
- L. Loss due to Mechanical or Electrical Failure occurring during the term of the manufacturer's warranty.
- M. Loss caused by or resulting from any Malware.

- N. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.
- O. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
- P. Loss caused by or resulting from 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.
- Q. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- R. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

### III. LIMITS OF LIABILITY.

#### A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is \$2,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

#### B. AGGREGATE LIMITS.

A maximum of three (3) (unlimited for repair by battery replacement for eligible wireless telephones until you have otherwise met your claim limit) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us.

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

### IV. DEDUCTIBLE.

#### REPAIR DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a repair is approved by us for each repair based on the equipment category of the equipment being repaired.

The applicable deductibles are set forth in the deductible schedule below.

Equipment	Repair by Battery Replacement Deductible for eligible wireless telephones	Deductible for all other Repairs
Tier A	\$0	N/A
Tier B	\$0	N/A
Tier C	\$0	\$29.00
Tier D	\$0	\$29.00
Tier E	\$0	\$29.00
Tier F	\$0	\$29.00

#### REPLACEMENT DEDUCTIBLE

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement is approved by us for each replacement based on the equipment category of the equipment being replaced.

The applicable deductibles are set forth in the deductible schedule below.

#### Deductible Schedule

Equipment	Replacement Deductible
Tier A	\$25.00
Tier B	\$50.00
Tier C	\$125.00
Tier D	\$200.00
Tier E	\$250.00
Tier F	\$299.00

**NOTE:** An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.

### V. CONDITIONS IN THE EVENT OF LOSS.

Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

- A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.
- B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.
- C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
  - 1. Is of like kind and quality;
  - 2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
  - 3. May be a different brand, model or color.
- D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.
- E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

## VI. DUTIES IN THE EVENT OF A LOSS.

- A. In the event that your Covered Property is lost or stolen, you must notify your Service Provider as soon as possible to suspend service.
- B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.
- D. You will do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.
- E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.

- F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If the cause of Loss is loss or theft and the Covered Property is later recovered, you must notify our Authorized Representative, even if your claim has already been completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.**
- G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.
- H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.
- I. In the event of a Loss, you must satisfy the nonrefundable deductible, plus any applicable taxes.
- J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

## VII. ELIGIBILITY AND CANCELLATION.

- A. Cancellation Provisions.
  - 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 our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 110656, Nashville, TN 37222.
  - 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 on our behalf, will mail or deliver written notice to you advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the 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, or by providing additional notification time as required by law, for nonpayment of premium.
- c. We will cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if you exhaust the aggregate limit of liability, if any, 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 of liability 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.

**NOTE:** If you are cancelled under Section VII.A.3.(c) you will remain ineligible for a period of twelve (12) months from the date of cancellation.

**B. How Notice of Cancellation is Provided.**

1. Notices made pursuant to Sections A. 2 or 3 shall 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 the Service Provider at its last known mailing address. 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 shall 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 A.2 or 3 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.
4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

**C. To be and remain eligible for coverage:**

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. 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. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.
  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 exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).
  5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.
- D. You are responsible for the payment of all premiums, per the terms of this Certificate.
- E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

**VIII. ADDITIONAL CONDITIONS.**

- A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your 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 Loss, either may elect arbitration pursuant to Section VIII.G. below.
- C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment 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, due to your failure to satisfy the non-returned equipment charge or deductible on a prior Loss.
- D. You may not assign this Certificate without our written consent.
- E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but 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 one of the following:
  - a. Someone covered under this Certificate;
  - b. A business firm;
    - i. Owned or controlled by the Insured Subscriber; or
    - ii. That owns or controls the Insured Subscriber; or
    - iii. The Insured Subscriber's tenant.

This will not restrict the Insured Subscriber's coverage.

- F. Concealment, Misrepresentation or Fraud Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
1. This coverage;
  2. The Covered Property;
  3. Your interest in the Covered Property; or
  4. A claim under this Certificate.
- G. **ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights.** Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-877-868-8772. 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 BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to "we" and "us" include our Authorized Representative, Continental Casualty Company, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Certificate.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way

to this contract or program or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Certificate was entered into by you and us or that arises after this Arbitration Agreement or Certificate is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your billing address. If your dispute is for \$10,000 or less, you may choose to conduct the arbitration proceeding either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than \$10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, 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 payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator's written decision. 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. Although we may have the right under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

- H. 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 stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
- I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired

equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

- J. 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.
- K. 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; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
- L. 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.
- M. 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.
- N. 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.
- O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.
- P. It is important that you back up all Data and software files 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 SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.**

## IX. DEFINITIONS.

- A. "Authorized Service Facility" means: The location or locations that serve as a replacement or repair 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 Accessories" as used in this Certificate means: if part of the covered "Loss"; one standard battery for devices other than wireless telephones, one standard charger, and one SIM Card (if applicable). Covered Accessories do not include memory cards or any other accessories not specifically listed as covered.
- D. "Covered Property" as used in this Certificate means (a) **Wireless Telephones:** one wireless telephone owned or leased by you, or for which you are otherwise financially responsible, and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one wireless telephone and applicable Covered Accessories per replacement. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless telephone associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the wireless telephone to be considered Covered Property, unless you have logged airtime on a different wireless telephone immediately prior to the time of Loss then such wireless telephone shall be considered Covered Property so long as such wireless telephone is owned or leased by you and you provide us proof of ownership or lease. Wireless telephone includes its standard battery which will be included with the replacement device if part of a covered Loss to your wireless telephone and if your eligible wireless telephone powers on and the battery fails to maintain an adequate charge after diagnostic testing by our Authorized Service Facility, we will complete this Mechanical or Electrical Failure claim by repairing the eligible wireless telephone by replacing the battery; or (b) **Devices Other than Wireless Telephones:** one tablet, notebook, laptop or other similar device ("portable electronic device") purchased from the Service Provider with an active data plan and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one portable electronic device and standard charger, if part of the covered Loss, per replacement. The International Manufacturer's Equipment Identification (IMEI) or other unique identifier of the portable electronic device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the portable electronic device to be considered Covered Property unless you have logged airtime on a different portable electronic device, which was purchased from the Service Provider, immediately prior to the time of Loss, then such portable electronic device shall

- be considered Covered Property so long as the portable electronic device is owned or leased by you and you provide us proof of ownership or lease.
- E. "Data" means information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, and maps.
- F. "Date of Loss" is the date on which a Loss to the Covered Property occurs.
- G. "Date of Replacement" is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.
- H. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.
- I. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:
- i) Who have been enrolled in and accepted for coverage under this Certificate.
  - ii) Who have a complete description of their Covered Property on file with us or our Authorized Representative.
  - iii) Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.
- J. "Loss" and "Losses" means: a covered loss as provided in Section I.B. Coverage Plans.
- K. "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.
- L. "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.
- M. "Non-Covered Accessories" as used in this Certificate means: All accessories not included in the definition of Covered Accessories.
- N. "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.
- O. "Nonstandard Software" means software, other than Standard Software.
- P. "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.

- Q. "Service Provider" means: Liberty Mobile.
- R. "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.
- S. "Standard Software" means the operating system preloaded on or included as standard with the Covered Property from the manufacturer.
- T. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

## X. STATE CHANGES.

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

### A. STATE CHANGES – Section VIII. G. ARBITRATION AGREEMENT is amended as follows:

**If you are a resident of Arkansas, District of Columbia, 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 Georgia, 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 VI.G and VIII.G.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VIII.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 VIII.H.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VII.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.

Colorado: Section VII.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 VII.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.

Georgia: Section VII.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 VII.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 VII.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: Section VII.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.

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

lowa: The second sentence in Section VII.A.3.(c) is amended as follows: 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 VII.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. (ii) The first sentence of Section VIII.F. is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning: (iii) NOTE "B" below is amended to include a statement or written statement of claim or an application. (iv) The fourth sentence of Section VIII. G. 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.**

Kentucky: The last sentence of the first paragraph under Section X. A. is deleted in its entirety.

Maryland: (i) Section VII.A.2. "thirty (30) days" is amended to "forty-five (45) days". (ii) Section VII.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 VII.A.3.(a) "fifteen (15) days" is amended to "forty-five (45) days". (iv) Section VII.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 VII.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (vi) The following is added to Section VII.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 VIII. H. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fourth sentence of Section VIII. G., 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 VII.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 VII.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 VIII. G. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-877-868-8772. 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 VIII.L: 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 IX.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: (i) Section VII.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 VII.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 VII.A.3.(a) "fifteen (15) days" is amended to "ten (10) days".

New York: (i) Section VII.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 VII.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 VII.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (iv) The following is added to Section VII.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 VII.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 VII 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 VIII. 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 VII.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: VIII.G. 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) NOTE "B" below does not apply. (ii) Section VII.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 VII.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) The following is added to Section VIII. G. Arbitration Agreement: **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. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this arbitration provision. Any arbitration occurring under this Certificate shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

Pennsylvania: (i) Section VII.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 VII.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 VII.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 VII.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 VII.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: P.O. Box 110656, Nashville, TN 37222.

South Dakota: (i) Section VII.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 VII.A.3.(a) "fifteen (15) days" is amended to "twenty (20) days". (iii) Section VII.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: (i) The second sentence of Section VII. A.2 is amended by removing the phrase "on our behalf". (ii) The fourth sentence of Section VIII. G. 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) The second sentence in the third paragraph of Section VIII. G. 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. (iv) The following sentence is deleted from Section VIII.G. Arbitration Agreement: "This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." (v) Section VIII. H. 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 VII.A.3.(a) "fifteen (15) days" is amended to "thirty (30) days".

Vermont: (i) Section VIII.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: (i) The first paragraph of Section II. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.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 VII.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 VII.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 VII.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 VII.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 X. 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 VIII.G. 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 VIII. G. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-877-868-8772. 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.**

Wyoming: (i) Section VII.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 VII.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.

**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 110656  
Nashville, TN 37222  
1-877-868-8772

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## TECH ASSIST BY ASURION SUPPORT TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This Terms of Service Agreement and End User License Agreement for all Tech Assist by Asurion Applications ("Applications" or "Apps") and the technical support included in Tech Assist by Asurion Support (the "Services") (collectively, the "Agreement") governs your use of the Apps and Services.

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY IN ITS ENTIRETY BEFORE USING THE SERVICES OR APPLICATIONS. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY USING THE SERVICES OR BY DOWNLOADING OR USING THE APPLICATIONS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**THIS AGREEMENT LIMITS THE LIABILITY OF ASURION TO YOU AND CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES OR APPLICATIONS 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 OR DOWNLOAD OR USE THE APPLICATIONS.**

**TECH ASSIST BY ASURION SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. TECH ASSIST BY ASURION SUPPORT SERVICES AND THE SUPPORT TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE SERVICES, THE APPLICATIONS, OR ANY QUESTIONS RELATED TO THIS AGREEMENT.**

### TERMS AND CONDITIONS APPLICABLE TO THE APPLICATIONS AND THE SERVICES

- 1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "We" and "Our" and "Us" mean Asurion Mobile Applications, LLC with respect to the Applications, and Asurion Protection Services, LLC with respect to the Services, 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 or downloads or uses the Applications and any person or entity represented by that individual; and (c) the word "Device(s)" means the devices that We have designated as eligible for coverage under the Tech Assist by Asurion Support program, and any additional devices as updated in Asurion's sole discretion; and (d) the words "Applications" and "Apps" mean any and all applications developed and provided by Asurion and downloaded by You as part of Your Tech Assist by Asurion plan, which includes the Tech Assist by

Asurion application and any add-on applications available now or in the future, and any website and software provided in connection with the Applications; for purposes of clarification, "Applications" and "Apps" do not include any applications developed and provided by any third parties.

- 2. DESCRIPTION OF TECH ASSIST BY ASURION SUPPORT SERVICES.** Tech Assist by Asurion Support is a monthly subscription service for the provision of personalized concierge support Services and Applications to assist with most "how-to" and functionality questions relating to mobile devices and mobile applications. Tech Assist by Asurion Support includes assistance in the following categories:
- A. Basic Functionalities:** such as mobile device interoperability; transferring contacts; downloading and/or syncing files and music; storing, retrieving and managing files; sending and receiving pictures;
  - B. Email/Internet Connectivity:** such as setting up GPRS/3G/4G data connection, email and messenger on mobile devices; blocking spam/junk emails; browsing and Internet/Wi-Fi connectivity;
  - C. Device Onboarding:** such as offering mobile device and streaming setup and optimization via appointment scheduling or a digitally led experience.
  - D. Entertainment/Personalization:** such as social media website support; installing and removing apps, including social media application; activating and using GPS and Navigation; and entertainment and streaming support (e.g., setup, apps, preferences and settings);
  - E. Streaming Advisor:** such as presenting recommendations via Tech Assist by Asurion for setting up and optimizing a customer's streaming experience.
  - F. Performance Promise:** such as initial triage and assessment of your device designed to optimize device speed, device signal strength and battery performance.
  - G. Technical Support:** such as difficulties with display issues; software issues; SIM card issues; email setting errors; and other.

**Performance Promise** includes a series of checkpoints provided by Tech Assist by Asurion 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 Performance Promise at any time from the date of your initial enrollment as needed based on device performance.

Tech Assist by Asurion Support may be provided by means determined by Asurion at its sole discretion and could include (but is not limited to) call,

interactive voice response, click-to-call, messaging, web, digital, in-store or in person. Tech Assist by Asurion Support is provided to and available on the wireless phone number enrolled in Tech Assist by Asurion Support and its associated eligible Device(s). You must provide the enrolled wireless phone number, including area code, when seeking assistance.

- 3. ELIGIBLE DEVICES.** An eligible device is required for the provision of Tech Assist by Asurion support ("Eligible Device"). For a list of Eligible Devices, go to [asurion.com/liberty](http://asurion.com/liberty).
- 4. PRIVACY POLICY & PASSWORDS.** Asurion's Privacy Policy is available for review in the Applications and at <https://www.asurion.com/privacy-policy/> and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services or Apps. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services or Apps, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services or Apps, You should immediately change or reset those passwords.
- 5. CHARGES.** We will bill you a monthly recurring subscription fee for the Tech Assist by Asurion support per each enrolled wireless phone number. Charges will automatically be billed to your active Liberty Mobile wireless account and will be part of your Liberty Mobile Mobility bill. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon you or upon Liberty Mobile. You will remain liable to pay any and all charges and fees for Tech Assist by Asurion support even if Liberty Mobile does not resolve your problem for reasons described in Section 2 – Description of Tech Assist by Asurion Support Services of this Agreement. Payment for all charges is made in advance. In the event this Agreement and the provision of the Tech Assist by Asurion support is terminated, the charges relating to the Services will be prorated for the time period after such termination. You will receive a credit on your enrolled wireless phone number for the prorated amount within 1 to 2 billing cycles after termination of the Services.
- 6. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services or Apps, and that You may incur data usage or other fees or charges if You use the Services or download or use the Apps. 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 or Apps.

**7. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND APPLICATIONS 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 OR APPLICATIONS, 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 OR APPS WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES OR APPS 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 OR APPS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES OR APPS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES OR APPS SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES OR APPS. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES OR APPS AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES OR APPS TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES OR APPS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**8. 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 OR APPLICATIONS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR

REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR APPS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AND APPS 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.

**9. ARBITRATION AGREEMENT.** Most of Your concerns about the Services or Applications 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 or Applications, 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. Box110656, Nashville, TN 37222. 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](http://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.
10. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services or Applications 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.

11. **THIRD-PARTY CONTENT.** The Services or Applications may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.
12. **INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services or Applications 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 or Apps, including ways to improve the Services or Apps 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 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 or Applications; (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 OR APPLICATIONS.** We reserve the right to modify this Agreement, including changing any term, condition, fee, expense, or charge regarding the Services, and Your continued use after modification represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services or Applications 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 or Apps at any time and for any reason. Any refund of fees or charges We may agree to pay will be limited to the fees You paid in the prior month for the Services or Apps as applicable. We may provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by email or other such means as Asurion determines to be most practicable.

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

## Additional Terms Specific to the Services

**18. SCOPE OF THE SERVICES. The Services are developed and provided by Asurion.** The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or Original Equipment Manufacturer ("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 OEM software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

**19. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all Eligible Devices, pursuant to Your carrier agreement, and the respective users

thereof between the hours of 8:00 a.m. to 11:00 p.m. ET (Monday – Friday) and 10:00 a.m. to 8:00 p.m. ET (Saturday–Sunday). The Services will be available to You for the term of Your applicable plan with Your carrier. To use the Services, You or the individual seeking service on behalf of Your company may be required to provide identifying information including whether such user is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 1-877-828-2772.

**20. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.**

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

**21. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner 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 or the authorized user of the Device or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

**22. REMOTE ACCESS.** To receive the Services, You may be required to download or run certain software applications ("Software") on Your Device and 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.

- 23. 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 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.
- 24. USE.** The Applications are intended for Your personal use only, and You may download and use them only if You can form a binding contract with Us and You are not a person who is barred by applicable laws from downloading or using the Applications. The Applications are operated from facilities in the United States, and We make no representation that the Applications are appropriate or available for use in other locations.
- 25. LICENSE.** We grant You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Applications solely as permitted by their functions. We grant You no other rights, beyond what is expressly granted, and We hereby reserve any and all other rights.
- 26. FUNCTIONS.** The Applications include several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Us and/or Your wireless carrier. We do not warrant that the Applications will be compatible with or operable on Your Device. You acknowledge and agree that not all of the functions of the Applications may be available to You at all times or at any time. Your Device must be powered on and within Your network carrier's coverage area for the Applications to operate. We reserve the right to change, suspend or discontinue any of the Applications and/or any of the functions of the Applications at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to any of the Applications. We will not assume any liability if You do not have the most current version of any of the Applications on Your Device.
- 27. PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address, mobile phone number, or other identifying information and create a password in order to use some or all of the Applications, or to access certain features and functions of some or all of the Applications. If required, You agree to provide Us with complete and accurate information when creating Your account and using any of the Applications. You are solely responsible for any activity occurring on or

in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Applications on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

- 28. COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device ("Non-Core Communications"), and You can opt out of receiving those Non-Core Communications by following the "unsubscribe" instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.
- 29. RESTRICTIONS ON USE.** You shall not use the Applications in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of Asurion or of any third party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the Applications; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Applications; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Applications to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Applications.
- 30. MISUSE.** You shall not misuse the Applications, including, without limitation, using the Applications in any manner that: (a) interferes with or interrupts the Applications or any hardware, software, system or network connected with the Apps; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses functions of any of the Applications 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 any of the Applications or any other computer software or hardware.
- 31. AUTOMATIC BACKUP AND RESTORE OF PHOTOS AND VIDEOS.** If available, one or more of the Applications may automatically store or backup your photos and videos each time you open the Application, by making and transferring a copy of such photos and videos over the Internet to a remote data center operated by Asurion or an affiliate or

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