

Not Available for New York residents.

asurion

Welcome to Mobile Protection for AT&T Prepaid[®]

Important Information, including Terms and Conditions

Coverage Certificate effective 5/12/23

End User Licensing Agreement effective 3/31/23

Terms of Service currently effective

AT&T **prepaid**

Mobile Protection for AT&T Prepaid® program details

Monthly Premium/Charges	\$14.99 per mobile number enrolled. Mobile Protection for AT&T Prepaid® includes both Mobile Insurance for AT&T Prepaid® and ProTech for AT&T Prepaid®. Includes fees paid to AT&T and Asurion.
Claim Limits	Two claims within any consecutive 12 months with a maximum device value of \$2,000 per occurrence.
Replacement Device*	Replacements may be fulfilled with new or refurbished devices (which may contain original or non-original manufacturer parts). If the same make and model is not available, a comparable model of like kind and quality will be substituted. 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 approval time, and parts and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month warranty. Repairs may use new or refurbished parts and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Some device models may not be eligible for screen repair. For a partial list of eligible devices, see the Partial List of Screen Repair Eligible Devices in this brochure. Go to att.com/prepaidprotection to look up eligible devices and available areas, all subject to change at any time.
Covered Incidents	Lost, stolen, accidental physical or liquid damage, and out-of-warranty malfunctions.
Cancellation Policy	You may cancel your optional insurance coverage at any time and receive a refund of your unearned monthly premium/charges. 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	Includes wireless phone, and if part of the covered loss, standard battery, standard battery charger, and SIM card.

* Claims approved by 11PM ET are shipped the same day and, in most cases, delivered the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

Bring Your Own Device	When you activate your own device on the AT&T 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 AT&T, the applicable replacement and screen repair Deductible Tier (based on the Deductible Tier Schedule) for that specific make/model applies for all approved claims. For a non-AT&T 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 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. (Express state exemptions may apply; please see your program terms and conditions).	
Replacement Deductibles	A non-refundable deductible will be charged for each approved claim. Deductible amounts are based on device tiers.	
		Standard Deductible
	Tier A	\$10
	Tier B	\$40
	Tier C	\$75
	Tier D	\$130
Screen Repair Deductible	Tier E	\$250
	To see a full list of devices by deductible, go to att.com/prepaidprotection .	
	Equipment	Standard Deductible
	Tier A	N/A
	Tier B	N/A
	Tier C	\$49
Tier D	\$49	
Tier E	\$49	

Partial List of Covered Devices		
Updated as of February 2023		
Tiers and Replacement Deductibles	Device Tier A <i>Deductible: \$10</i>	AT&T Maestro 3 Motorola Moto G 5G TCL 30Z TCL Classic
	Device Tier B <i>Deductible: \$40</i>	Motorola Moto G Power Samsung A03s Samsung Galaxy A13
	Device Tier C <i>Deductible: \$75</i>	AT&T Fusion 5G AT&T Radiant Max 5G Bring Your Own Device (a non-AT&T make/model) ¹ Samsung A13 Samsung A14 5G Samsung A23 5G
	Device Tier D <i>Deductible: \$130</i>	Apple® iPhone® SE 2022 Motorola Edge Motorola Moto G Stylus 5G Samsung Galaxy A53 5G Sonim XP5 Plus
	Device Tier E <i>Deductible: \$250</i>	Apple® iPhone® 11 Apple® iPhone® 12 Apple® iPhone® 13 Apple® iPhone® 14 Google Pixel 6, 7 Samsung Galaxy S9, S9 Plus Samsung Galaxy S21 FE Samsung Galaxy S22 5G Samsung Galaxy XCover6 Pro 5G Samsung Galaxy ZFlip3, ZFlip4 Samsung Galaxy ZFold3, ZFold4 5G Sonim XP10 5G

Partial List of Screen Repair Eligible Devices Table	
Below is a partial list of screen repair eligible devices. For a complete list and available areas, go to att.com/prepaidprotection . Eligible devices and available areas are subject to change at any time.	
\$49 Screen Repair Deductible	Apple® iPhone® 11 Apple® iPhone® 12 Apple® iPhone® 13 Apple® iPhone® 14 Samsung A02s Samsung A12 Samsung A32 5G Samsung Galaxy S9 Samsung Galaxy S9 Plus Samsung Galaxy S21 Samsung Galaxy S22 Samsung Galaxy S23

To see a full list of devices and their applicable deductibles, please visit **att.com/prepaidprotection** or call Asurion Customer Care at 866-727-1998. Some devices may be moved to a different deductible tier during their lifecycle.

¹ Deductible Tier for Bring Your Own Device: If the device make/model is currently or was previously sold by AT&T, the applicable replacement and screen repair Deductible Tier (based on the Deductible Tier Schedule) for that specific make/model applies for all approved claims. For a non-AT&T device make/model, Device Tier C applies. Replacement options will vary depending on Deductible Tier.

Important Disclosures for Mobile Insurance for AT&T Prepaid®

Coverage Is Optional

Mobile Insurance for AT&T Prepaid® is an optional insurance coverage that you are not required to purchase in order to purchase services or devices. Program enrollment and replacement authorization shall be at the sole discretion of Continental Casualty Company, a CNA member company; Asurion, the plan administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate and applicable law.

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 866-727-1998.

Communications

If you have provided or in the future provide your email or other electronic address to AT&T, we may communicate Mobile Protection for AT&T Prepaid® program information and legal notices to you through electronic means (except in NY). If an email address is not provided, the information will be mailed to you.

For Residents of California, 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.

Easy Claim Process

To file a claim quickly and easily, visit att.com/prepaidprotection or call 866-727-1998.

- Representatives are available to help you Monday through Friday from 8am to 10pm ET; Saturday and Sunday from 9am to 9pm ET.
- Report the claim within 60 days of the date of loss or your claim may be denied.
- If your device was lost or stolen, please contact AT&T Customer Care at 866-MOBILITY 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. Failing to return your defective or damaged device may result in a charge of up to \$850.
- Once your claim is approved, you can receive your replacement device as soon as the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

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, AT&T 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.

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

Iowa License #1001002300

Asurion Protection Services Insurance Agency, LLC

CA License #0D63161

Customer Care Center

In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.

P.O. Box 411605 • Kansas City, MO 64141-1605

Telephone: 866-727-1998

In the unlikely event we cannot informally resolve any disputes, including any claims under the attached Mobile Protection for AT&T Prepaid® 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. In Oregon this note does not apply.

All applicable taxes and surcharges extra. AT&T and the AT&T logo are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other 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:

P.O. Box 149104

Austin, TX 78714-9104

Fax: 512-490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or 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 California, Asurion Protection Services, LLC does business as Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161). 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	Mobile Insurance for AT&T Prepaid® premium is included in the Mobile Protection for AT&T Prepaid® 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 or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).
- N. Loss caused by or resulting from any Malware.
- O. 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.
- P. 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.
- Q. 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.

- R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.
- S. 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 \$2,000. 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 two (2) 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	Standard Repair Deductible
Tier A	N/A
Tier B	N/A
Tier C	\$49.00
Tier D	\$49.00
Tier E	\$49.00

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.

Equipment	Standard Replacement Deductible
Tier A	\$10.00
Tier B	\$40.00
Tier C	\$75.00
Tier D	\$130.00
Tier E	\$250.00

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 411605, Kansas City, MO 64141-1605.
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 1-866-727-1998. 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 37222-0656. 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 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 37222-0656. 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 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, one standard charger, 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: 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, or you are otherwise financially responsible for it, and you provide us proof of ownership or lease, or evidence of financial responsibility.
- 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: AT&T.
- 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 pre-loaded 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.

Iowa: 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 1-866-727-1998. 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: Post Office Box 411605, Kansas City, MO 64141-1605.

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 1-866-727-1998. 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
Post Office Box 411605
Kansas City, MO 64141-1605
1-866-727-1998

ProTech for AT&T Prepaid® Terms of Service

This Terms of Service Agreement for the ProTech for AT&T Prepaid® technical support (the “Services”) (collectively, the “Agreement”) governs your use of the Services.

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

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

PROTECH FOR AT&T PREPAID® SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY ASURION. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. CONTACT US AT TERMSOFUSE@ASURION.COM FOR INFORMATION ABOUT THE SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.

- 1. DEFINITIONS.** In this Agreement: (a) the words “Asurion” and “We” and “Our” and “Us” mean Asurion Protection Services, LLC, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a person who uses the “Services” and any person or entity represented by that individual; and (c) the word “Device(s)” means the devices that We have designated as eligible for coverage under the ProTech for AT&T Prepaid® program.
- 2. PRIVACY POLICY & PASSWORDS.** Asurion’s Privacy Policy for the Services is available at <https://www.att.com/prepaidprotection>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, 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, You should immediately change or reset those passwords.
- 3. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.
- 4. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
- 5. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION

WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at TERMSOFUSE@ASURION.COM. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.
- A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
- C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this ARB. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- D.** The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.
- E.** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

7. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
8. **THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion (“third-party content”). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.
9. **INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.
10. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
11. **ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
12. **SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.
13. **PRICING, REFUNDS, CANCELLATION POLICIES.** For detailed information on Our pricing, refund and cancellation policies, please visit <https://www.att.com/prepaidprotection>.
14. **TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
15. **ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
16. **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 OEM drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer (“OEM”) software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

- 17. 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 midnight ET (Monday – Friday) and 10:00 a.m. to 10:00 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 1-866-727-1998.
- 18. 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.
- 19. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking the Services, You (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.
- 20. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications (“Software”) on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or “hide” some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.
- 21. 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.

END USER LICENSE AGREEMENT FOR ALL AT&T PROTECH APPLICATIONS

Update effective March 31, 2023

PLEASE READ THE END USER LICENSE AGREEMENT (“EULA”) FOR ALL AT&T PROTECH APPLICATIONS CAREFULLY AND COMPLETELY. THE EULA IS A LEGAL CONTRACT BETWEEN YOU AND ASURION THAT GOVERNS YOUR USE OF ANY AND ALL AT&T PROTECH APPLICATIONS DOWNLOADED BY YOU NOW OR IN THE FUTURE (THE “APPLICATIONS”). THE EULA LIMITS OUR LIABILITY TO YOU AND REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, INCLUDING OUR COLLECTION OF CERTAIN CATEGORIES OF DATA DISCUSSED IN THE EULA BELOW, DO NOT DOWNLOAD, CLICK-TO-ACCEPT, AND/OR USE THE APPLICATIONS. PLEASE CONTACT US AT APPTERMSOFSERVICE@ASURION.COM WITH QUESTIONS REGARDING THE EULA OR THE APPLICATIONS.

1. DEFINITIONS. In the EULA: (a) “Asurion,” “We,” “Our” and “Us” mean Asurion Mobile Applications, LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) “Applications” means any and all applications developed and provided by Asurion and downloaded by You as part of Your AT&T ProTech plan, which includes 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” does not include any applications developed and provided by any third parties; (c) “You” and “Your” mean an individual who downloads or uses the Applications and any person or entity represented by that individual; and (d) “AT&T” means AT&T Mobility, LLC, and its parents, subsidiaries, affiliates, agents, employees, successors, and assigns.
2. 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.
3. LICENSE. Subject to the EULA, 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.
4. FUNCTIONS. The Applications include several functions, and Your ability to access those functions depends upon Your mobile device and Your agreement with Us and/or AT&T. We do not warrant that the Applications will be compatible with or operable on Your mobile 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 mobile device must be powered on and within Your mobile 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 mobile device.
5. DATA-USAGE CHARGES. You acknowledge and agree that You may incur data usage or other fees or charges by downloading or using any of the Applications. 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 Applications.
6. PASSWORD & ACCOUNT INFORMATION. You may be asked to provide an email address 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 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 mobile device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.
7. COMMUNICATIONS. You agree to receive electronic communications from Us and AT&T 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 and AT&T related to Your mobile 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.
8. 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 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.

9. 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 it; (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.
10. PRIVACY & SECURITY. Our Privacy Policy is available for review in the Applications and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. AT&T's Privacy Policy is available here: https://about.att.com/privacy/full_privacy_policy.html and explains AT&T's policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. Read both Privacy Policies carefully and completely. Our Privacy Policy is incorporated by reference into the EULA, and by using the Applications, You consent to the collection, use and disclosure of Your information, as described in those Policies. Since Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk.
11. 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 partner of Asurion. There may be limitations on the size of each video and on the total size of photos and videos that can be backed up and secured. The Application will scan Your mobile device in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage operation. This operation requires Asurion to collect information related to Your files, Your mobile device configuration and specification, and Your mobile device usage. Such Applications may allow You to use Your mobile device to share Your photos and videos with third parties who have access to such Applications. This function, if available, requires Asurion to make and distribute a copy of the photo or video selected to such third party, and will only be utilized with Your knowledge and authorization. You give Asurion permission to access, collect, and store Your photos and videos, to transmit all photos and videos to the remote data center operated by Asurion or an affiliate or partner of Asurion, and to transmit photos and/or videos to a third party upon Your request. If You use those functions, You may incur data charges. Asurion assumes no duties related to Your photos and videos, including any duty to preserve or monitor such files. Asurion reserves the right to restrict or limit the ability to store or backup Your photos and videos and to delete Your photos and videos at any time, for any reason and without notice or liability to You.
12. DATA COLLECTION AND USE. Some or all of the Applications and Your use of some or all of the Applications and their functions may collect and convey certain data and information about Your mobile device, including without limitation telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Such data may be conveyed to an AT&T ProTech support representative during Your contact with such representative through the Applications, including during any remote access of Your mobile device by such representative, which function will only be utilized with Your knowledge and authorization. Your use of any services provided to You by an AT&T ProTech support representative through any of the Applications is also governed by the AT&T ProTech Support Terms of Service. Except for any backup features of the Applications described above, the Applications do not collect personal information, including but not limited to, Your contacts, photos, or videos. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion Privacy Policy, which is available for review in the Applications. Device data collection can be turned on or off by You at any time within the settings of the Applications.
13. DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. ASURION AND AT&T DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE 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 AND AT&T MAKE NO WARRANTY THAT (A) THE APPLICATIONS

WILL MEET YOUR REQUIREMENTS; (B) THE APPLICATIONS WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATIONS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ERRORS IN THE APPLICATIONS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION, THE APPLICATIONS OR AT&T SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION OR AT&T HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATIONS. YOU ACKNOWLEDGE AND AGREE THAT ASURION AND AT&T MIGHT NOT BE ABLE TO OFFER THE APPLICATIONS AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS. IN THE EVENT OF ANY FAILURE OF ANY OF THE APPLICATIONS TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION OR AT&T WILL NOT HAVE OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATIONS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

14. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION OR AT&T 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 ANY OF THE APPLICATIONS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION OR AT&T 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 ANY OF THE APPLICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION AND AT&T'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 ANY OF THE APPLICATIONS, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$50.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
15. ARBITRATION AGREEMENT. Most of Your concerns about the Applications can be addressed by contacting Us at 866-862-3397 or apptermsofservice@asurion.com. For any dispute with Asurion, You agree to first contact Us and attempt to resolve the dispute with Us informally. In the event We cannot resolve any disputes with You, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.
 - a) General Information. This Arbitration Agreement ("A.A.") shall survive the termination of the EULA and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to Your relationship with Us or PP, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
 - b) How to Initiate Arbitration. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request.
 - c) Rules & Fees. The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules") in effect at the time the arbitration is started and as modified by this A.A. The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

- d) Decision & Award. 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 Our last settlement offer or if We made no settlement offer, and the arbitrator awards You any damages, We will: (1) pay You the amount of the award or \$1,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. We hereby waive any right We may have under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration.
- e) No Representative Proceedings. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with another person's dispute and may not preside over any form of representative proceeding. If this specific provision of the A.A. is found to be unenforceable, then the entirety of this A.A. is null and void.
16. CLAIM LIMITATION. Any claim related to the Applications shall be brought within one year of the events giving rise to the claim. Failure to assert a claim during that one-year period results in it being forever waived and barred.
17. THIRD-PARTY SOFTWARE & CONTENT. Some or all of the Applications may include open source or third-party software, and Your use of the Applications is subject to any licenses or agreements governing that software. The Applications may expose You to content, websites, products and services created or provided by third-parties ("content"). We do not review, endorse or assume any responsibility for that content, and Your access or use of it is at Your own risk and discretion, and You understand that the EULA and Privacy Policy do not apply to that third-party content.
18. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Applications are Our exclusive property, and all such rights not expressly granted to You in the EULA are hereby reserved and retained by Us. If You submit comments or ideas about the Applications, including ways to improve it or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas to anyone on a non-confidential basis. You further acknowledge that We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.
19. 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 relating to Your use of the Applications. We reserve the right, at Your expense, to assume control of any matter which You are required to defend or indemnify, and You agree to cooperate in that defense.
20. TERMINATION OR CHANGE OF THE APPLICATIONS. We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the 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 Applications at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Applications as applicable.
21. ASSIGNMENT. The EULA and any rights granted thereunder may not be transferred or assigned by You, but may be transferred or assigned by Us, without restriction.
22. SEVERABILITY & WAIVER. If any term of the EULA is found to be unenforceable, it should be modified to the extent possible to make it enforceable without losing its intent and purpose. If no such modification is possible, it should be severed from the EULA. Any failure to enforce a term of the EULA shall not be deemed a waiver of that term.
23. AT&T/THIRD PARTY BENEFICIARIES. AT&T, and AT&T's subsidiaries, are third party beneficiaries of the EULA, and AT&T has the right (and is deemed to have accepted the right) to enforce the EULA against You as a third party beneficiary thereof. Except as otherwise provided, nothing in the EULA is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. (a) Disputes with AT&T. Notwithstanding the foregoing, disputes between You and AT&T are not governed by the A.A. Those disputes are, instead, governed by the arbitration clause of Your applicable AT&T wireless service agreement at att.com/wirelesslegal, as amended from time to time, and incorporated herein by reference. (b) AT&T Privacy Policy and Acceptable Use Policy. By using the Applications, you agree to the AT&T Privacy Policy and Acceptable Use Policy. (c) AT&T Marks. AT&T retains all

rights, interests and titles to all AT&T logos, trademarks, design marks, slogans, product and service names, and any derivations thereof (the "AT&T Marks"). You are not authorized to use the AT&T Marks in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T, as applicable, which may be withheld for any or no reason. These obligations survive the termination of this Agreement.

24. ENTIRE AGREEMENT & GOVERNING LAW. The EULA and documents incorporated by reference constitute the entire agreement between us with respect to the Applications. The EULA shall be governed by 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.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

The following additional terms and conditions apply to You if You downloaded the Applications from the Apple App Store ("iTunes-Sourced Software"). You acknowledge and agree that the EULA is between You and Asurion only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable to Asurion. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the EULA and any law applicable to Asurion. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or Your possession or use of that iTunes-Sourced Software infringes intellectual property rights, Asurion, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by the EULA. You and Asurion acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of the EULA as relates to Your license of the iTunes-Sourced Software and that upon Your acceptance of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA as relates to Your license of the iTunes-Sourced Software against You as a third-party beneficiary thereof.

Asurion® and its logos, are the trademarks of Asurion, LLC. AT&T® and AT&T ProTech™ are the trademarks of AT&T. All rights reserved. All other trademarks, service marks, and product brands that appear in the Applications are not owned by Asurion or AT&T and are the property of their respective owners. Neither Asurion nor AT&T is affiliated with, sponsored by, or endorsed by the respective owners of the other trademarks, service marks and/or product brands that appear in the Applications.

No está disponible para los residentes de Nueva York.

asurion

Bienvenido a Protección de dispositivos móviles para AT&T Prepaid[®]

Información importante, que incluye Términos y Condiciones

Certificado de Cobertura vigencia 12/5/23

Acuerdo de licencia de usuario final para todas las aplicaciones de
AT&T Protech vigencia 31/3/23

Términos de servicio vigencia

AT&T prepaid

Detalles del programa de Protección de dispositivos móviles para AT&T Prepaid®

Prima/cargo mensual	\$14.99 por número móvil inscripto. La Protección de dispositivos móviles para AT&T Prepaid® incluye tanto Seguro de dispositivos móviles para AT&T Prepaid® como ProTech para AT&T Prepaid®. Incluye tarifas pagadas a AT&T y Asurion.
Límite del reclamo	Dos reclamos en un plazo de 12 meses consecutivos con un valor máximo de dispositivo de \$2,000 por siniestro.
Dispositivo de reemplazo*	Los reemplazos se pueden hacer con dispositivos nuevos o reacondicionados (que pueden tener piezas originales o no). Si no están disponibles la misma marca y modelo, se sustituirá por un modelo de tipo y calidad similares. No se garantiza la entrega de un equipo del mismo color, las mismas características o compatible con todos los accesorios.
Reparación de pantalla del dispositivo	La reparación en el mismo día puede estar disponible para dispositivos elegibles en algunas áreas. La opción de reparación en el mismo día depende del tiempo de aprobación y la disponibilidad de las piezas y del técnico. Las reparaciones son realizadas por un técnico certificado por Asurion y tienen una garantía de 12 meses. En la reparación se pueden usar piezas nuevas o reacondicionadas, con piezas de fábrica originales o no originales y puede anular la garantía del fabricante. Algunos modelos de dispositivo pueden no ser elegibles para la reparación de la pantalla. Para obtener una lista parcial de los dispositivos elegibles, consulte la Lista parcial de dispositivos elegibles para reparación de pantallas en este folleto. Diríjase a att.com/prepaidprotection para buscar dispositivos elegibles y áreas disponibles, todo sujeto a cambio en cualquier momento.
Incidentes cubiertos	Pérdida, robo, daño físico accidental o daño causado por líquido, y mal funcionamiento fuera del período de garantía.
Política de cancelación	Puede cancelar su cobertura de seguro opcional en cualquier momento y recibir un reembolso de su prima/cargo mensual no devengado. Podemos cancelar o modificar los términos previa notificación por escrito conforme a las disposiciones legales. Le reembolsaremos toda prima/cargos no devengados.
Equipo cubierto	Incluye teléfono inalámbrico y, si forma parte de la pérdida cubierta, batería estándar, cargador de batería estándar y tarjeta SIM.

* Los reclamos aprobados antes de las 11 p. m. hora del Este (ET) se envían el mismo día y, en la mayoría de los casos, se entregan al día siguiente. Las entregas a Alaska, Hawái, Puerto Rico y las Islas Vírgenes de EE. UU. no se pueden enviar para entregas al día siguiente.

Traiga su propio dispositivo	Cuando usted activa su propio dispositivo en la red de AT&T, puede ser elegible para inscribirse en la protección del dispositivo en un plazo de 30 días. Si AT&T vendió la marca/el modelo del dispositivo actual o anteriormente, el Nivel de deducibles aplicable por reemplazo y reparación de pantalla (según el Programa del nivel de deducibles) para esa marca/modelo específico se aplica para todos los reclamos aprobados. Para una marca/modelo de dispositivo que no sea de AT&T, se aplica el Nivel C de dispositivos. Las opciones de reemplazo varían según el Nivel de deducibles. El dispositivo debe estar en buenas condiciones de funcionamiento y puede estar sujeto a inspección antes de la inscripción.	
Resolución de controversias	En el caso poco probable de que no podamos resolver una controversia de manera informal, incluidos reclamos bajo el programa, Usted deberá: (1) RESOLVER TODA CONTROVERSIA A TRAVÉS DE ARBITRAJES VINCULANTES Y A TÍTULO PERSONAL O A TRAVÉS DE UN TRIBUNAL DE PRIMERA INSTANCIA DE JURISDICCIÓN GENERAL; Y (2) RENUNCIAR A SU DERECHO A JUICIO CON JURADO Y A PARTICIPAR EN ACCIONES Y ARBITRAJES COLECTIVOS. (Se pueden aplicar exenciones expresas del estado; consulte los términos y condiciones de su programa).	
Deducibles por reemplazo	A cada reclamo aprobado le corresponde un deducible no reembolsable. Los montos de los deducibles se basan en los niveles de los dispositivos.	
		Deducible estándar
	Nivel A	\$10
	Nivel B	\$40
	Nivel C	\$75
	Nivel D	\$130
Deducible por reparación de pantalla	Nivel E	\$250
	Para ver una lista completa de los dispositivos y sus deducibles correspondientes, visite att.com/prepaidprotection .	
	Equipo	Deducible estándar
	Nivel A	N/D
	Nivel B	N/D
	Nivel C	\$49
Nivel D	\$49	
Nivel E	\$49	

Listado parcial de los dispositivos cubiertos		
Actualizado a partir de Febrero de 2023		
Niveles y deducibles por reemplazo	Dispositivo de Nivel A <i>Deducible: \$10</i>	AT&T Maestro 3 Motorola Moto G 5G TCL 30Z TCL Classic
	Dispositivo de Nivel B <i>Deducible: \$40</i>	Motorola Moto G Power Samsung A03s Samsung Galaxy A13
	Dispositivo de Nivel C <i>Deducible: \$75</i>	AT&T Fusion 5G AT&T Radiant Max 5G Traiga su propio dispositivo (una marca/modelo que no sea de AT&T) ¹ Samsung A13 Samsung A14 5G Samsung A23 5G
	Dispositivo de Nivel D <i>Deducible: \$130</i>	Apple® iPhone® SE 2022 Motorola Edge Motorola Moto G Stylus 5G Samsung Galaxy A53 5G Sonim XP5 Plus
	Dispositivo de Nivel E <i>Deducible: \$250</i>	Apple® iPhone® 11 Apple® iPhone® 12 Apple® iPhone® 13 Apple® iPhone® 14 Google Pixel 6, 7 Samsung Galaxy S9, S9 Plus Samsung Galaxy S21 FE Samsung Galaxy S22 5G Samsung Galaxy XCover6 Pro 5G Samsung Galaxy ZFlip3, ZFlip4 Samsung Galaxy ZFold3, ZFold4 5G Sonim XP10 5G

Tabla de lista parcial de dispositivos elegibles para reparación de pantalla	
A continuación, se muestra una lista parcial de dispositivos elegibles para reparación de pantalla. Para ver una lista completa y las áreas disponibles, diríjase a att.com/prepaidprotection . Los dispositivos elegibles y las áreas disponibles están sujetos a cambios en cualquier momento.	
Deducible de \$49 por reparación de pantalla	Apple® iPhone® 11 Apple® iPhone® 12 Apple® iPhone® 13 Apple® iPhone® 14 Samsung A02s Samsung A12 Samsung A32 5G Samsung Galaxy S9 Samsung Galaxy S9 Plus Samsung Galaxy S21 Samsung Galaxy S22 Samsung Galaxy S23

Para ver una lista completa de los dispositivos y sus deducibles correspondientes, visite att.com/prepaidprotection o llame a Atención al cliente de Asurion al 866-727-1998. Algunos dispositivos pueden pasar a un nivel de deducibles distinto durante su ciclo de vida.

¹ Nivel de deducible por Traer su propio dispositivo: Si AT&T vendió la marca/modelo dispositivo actual o anteriormente, el Nivel de deducibles aplicable por reemplazo y reparación de pantalla (según el Programa del nivel de deducibles) para esa marca/modelo específico se aplica para todos los reclamos aprobados. Para una marca/modelo de dispositivo que no sea de AT&T, se aplica el Nivel C de dispositivos. Las opciones de reemplazo varían según el Nivel de deducibles.

Información importante para Seguro de dispositivos móviles para AT&T Prepaid®

La cobertura es opcional

El Seguro de dispositivos móviles para AT&T Prepaid® es una cobertura de seguro opcional que usted no está obligado a tener para poder comprar servicios o dispositivos. La inscripción en el programa y la autorización del reemplazo se harán a entera discreción de Continental Casualty Company, una compañía miembro de CNA, Asurion, el administrador del plan o cualquier otro representante autorizado de CNA, de acuerdo con los términos del Certificado de cobertura y la ley aplicable.

Satisfacción del cliente

Asurion y CNA se esfuerzan por satisfacer a todos los clientes y le solicitan que nos permita la oportunidad de resolver toda duda, inquietud o queja que pueda tener, llamándonos al 866-727-1998.

Comunicaciones

Si ya ha proporcionado o si en el futuro proporciona su correo electrónico u otra dirección electrónica a AT&T, podremos comunicarle información acerca del programa y avisos legales en relación a la Protección de dispositivos móviles para AT&T Prepaid® por medios digitales (excepto en Nueva York). Si no se proporciona una dirección de correo electrónico, la información se le enviará por correo postal.

Para residentes de California, Indiana y Maryland

La línea directa para el consumidor correspondiente al Departamento de Seguros de California es 800-927-HELP (4357), la del Departamento de Seguros del Estado de Indiana es 800-622-4461 y la de la Administración de Seguros de Maryland es 800-492-6116.

Fácil proceso de reclamo

Para presentar un reclamo de forma rápida y sencilla, visite att.com/prepaidprotection o llame al 866-727-1998.

- Los representantes están disponibles para ayudarlo de lunes a viernes de 8 a. m. a 10 p. m., hora del Este (ET); y los sábados y domingos de 9 a. m. a 9 p. m., ET.
- Presente el reclamo dentro de los 60 días a partir de la fecha de la pérdida o su reclamo podría ser rechazado.
- Si perdió su dispositivo o se lo robaron, comuníquese con el Servicio de Atención al Cliente de AT&T al 866-MOBILITY para suspender temporalmente el servicio y evitar el uso no autorizado.
- Si su dispositivo tiene algún defecto o se ha dañado, y se le proporciona un dispositivo de reemplazo, debe devolverlo mediante la etiqueta de envío prepago proporcionada con su dispositivo de reemplazo. Si no devuelve su dispositivo defectuoso o dañado, se le podrá cobrar un cargo de hasta \$850.
- Una vez que su reclamo ha sido aprobado, puede recibir su dispositivo de reemplazo al día siguiente. Las entregas a Alaska, Hawái, Puerto Rico y las Islas Vírgenes de EE. UU. no se pueden enviar para entregas al día siguiente.

Otra cobertura

Es probable que el Certificado de cobertura ofrezca una **duplicación de la cobertura** ya proporcionada por una póliza de seguro automovilístico personal, seguro de arrendatario, seguro residencial, seguro de responsabilidad civil personal u otra fuente de cobertura que tenga el consumidor. Este seguro es primario respecto de cualquier otro seguro que usted pueda tener. A menos que se autorice lo contrario, los socios de AT&T **no están capacitados ni autorizados** para evaluar la idoneidad de la cobertura de seguros que posee. Para hacer preguntas relacionadas con este plan debe llamar al agente autorizado de CNA, Asurion Protection Services, LLC.

El Certificado de cobertura adjunto es el acuerdo total entre CNA y usted. Consulte el Certificado de cobertura para ver los términos y condiciones completos de la cobertura provista (incluidas las excepciones establecidas en la Sección X: VARIACIONES SEGÚN EL ESTADO). Si tiene dudas sobre la cobertura proporcionada por este Certificado de cobertura, llame o escriba a:

Asurion Protection Services, LLC

N.º de licencia de Iowa: 1001002300

Asurion Protection Services Insurance Agency, LLC

N.º de licencia de CA: 0D63161

Centro de atención al cliente

En Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.

P.O. Box 411605 • Kansas City, MO 64141-1605

Teléfono: 866-727-1998

En el improbable caso de que no podamos resolver de manera informal alguna controversia, incluidos los reclamos en virtud del Certificado adjunto para Protección de dispositivos móviles para AT&T Prepaid®, esté al tanto de que LOS SIGUIENTES TÉRMINOS Y CONDICIONES CONTIENEN UNA DISPOSICIÓN DE ARBITRAJE VINCULANTE QUE REQUIERE LA PRESENTACIÓN DE TODAS LAS CONTROVERSIAS (EXCEPTO DONDE SE PROPORCIONAN EXENCIONES EXPRESAS) AL ARBITRAJE FINAL Y OBLIGATORIO EN CONFORMIDAD CON LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN VIII.G. DE LOS TÉRMINOS Y CONDICIONES INCLUIDOS.

NOTA: Toda persona que deliberadamente y con intención de causar daño, defraudar o engañar a una compañía de seguros presenta una demanda o una solicitud que contenga información falsa, incompleta o engañosa, se considera culpable de fraude de seguro. En Florida, dicha conducta constituye un delito grave de tercer grado. En Oregón, esta nota no es aplicable.

Todos los impuestos y recargos adicionales correspondientes. AT&T y el logotipo de AT&T son marcas comerciales de AT&T Intellectual Property y de empresas afiliadas a AT&T. Y todas las demás marcas registradas, marcas de servicios y logotipos son propiedad de sus respectivos propietarios.

© 2023 AT&T Intellectual Property. Todos los derechos reservados.

AVISO IMPORTANTE DE TEXAS

Para obtener información o presentar una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al: **1-800-252-3439**.

Puede enviar correspondencia al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax: 512-490-1007

Sitio web: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

CONTROVERSIAS POR PRIMAS O RECLAMOS: Si tiene una controversia relacionada con su prima o un reclamo, debe comunicarse primero con el agente o la compañía. Si la controversia no se dirime, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso solo tiene fines informativos y no se convierte en una parte o condición del documento adjunto.

Certificado de cobertura de equipos de comunicaciones comerciales marítimas internas

Algunas disposiciones de este Certificado de cobertura ("Certificado") restringen la cobertura. Lea todo el documento detenidamente. Aquí se establecen los derechos y las obligaciones de cada una de las partes, qué está cubierto y qué no.

En este Certificado, los términos "usted" y "su(s)" hacen referencia a los "suscriptores asegurados". Los términos "nosotros" y "nuestro(s)" hacen referencia a Continental Casualty Company, una empresa de CNA ("CNA"), que es la sociedad por acciones de seguros de Illinois que provee este seguro.

En el presente Certificado, los términos "Representante autorizado" y "Asurion" hacen referencia a Asurion Protection Services, LLC; con la siguiente salvedad: En California, Asurion Protection Services, LLC opera como Asurion Protection Services Insurance Agency, LLC (N.º de licencia de CA: OD63161). En Puerto Rico, "Asurion" hace referencia a Asurion Protection Services of Puerto Rico, Inc.

Otros términos y frases en mayúsculas tienen un significado especial. Consulte la Sección IX. DEFINICIONES.

Se ha puesto a su disposición una copia de la póliza en virtud de la cual se emite este Certificado para su inspección.

I. COBERTURA.

Sujeto a todos los términos, condiciones, exclusiones y límites de seguro contemplados en el presente Certificado, aceptamos proveer el seguro conforme a este documento sobre una base mensual; siempre y cuando cualquier siniestro (conforme a la definición en la Sección IX. DEFINICIONES) del Bien cubierto tenga lugar mientras la cobertura esté vigente.

Información sobre la cobertura

Con respecto a todas las solicitudes de inscripción, la cobertura especificada en este Certificado comienza a las 12:01 a. m. de la fecha de la solicitud. La información correspondiente a la cobertura del equipo de comunicaciones que figura en su recibo, factura u otra documentación del proveedor de servicio se incluye en este Certificado mediante referencia y comprende específicamente el nombre y la dirección del suscriptor asegurado e información para determinar la fecha efectiva de la cobertura (consulte la Sección I.E).

A. QUÉ ASEGURAMOS.

Aseguramos el Bien cubierto (conforme a la definición en la Sección IX. DEFINICIONES), ante cualquier siniestro; siempre y cuando continúe siendo elegible para la cobertura. En el caso de un siniestro, nuestra obligación en virtud del presente Certificado es reparar o reemplazar el Bien asegurado, a nuestro exclusivo criterio. Este seguro es primario respecto de cualquier otro seguro que usted pueda tener.

B. PLAN DE COBERTURA

Cubrimos el Bien cubierto ante las siguientes causas de siniestro.

- i) Daño físico.
- ii) Hurto o pérdida por extravío, u otra privación de posesión permanente no deliberada.
- iii) Falla eléctrica o mecánica.

C. BIEN NO CUBIERTO. Los siguientes bienes no están cubiertos:

1. Cualquier bien o equipo que no sea un Bien cubierto.
2. Contrabando o bienes en el curso de una transacción comercial o transporte ilegal.
3. Bienes en tránsito enviados a usted por otro fabricante o vendedor que no sea el Centro de servicios autorizado.
4. Datos, medios externos no estándares y software no estándar.
5. Los accesorios cubiertos solo se cubrirán cuando sean parte de un siniestro del Bien cubierto, no relacionado con los accesorios cubiertos.
6. Cualquier dispositivo inalámbrico cuyo número de identificación único (Identidad Internacional del Equipo Móvil [International Mobile Equipment Identity, IMEI] o Número de Serie Electrónico [Electronic Serial Number, ESN], etc.) haya sido modificado, desgastado o eliminado.

D. PAGO DE PRIMAS.

Se le cobrará la prima mensual correspondiente a la categoría de equipo del bien asegurado asociado con el número inalámbrico inscrito, como se indica en la tabla a continuación.

Categoría de equipo	Prima mensual por número inalámbrico inscrito
Todas las categorías de equipos elegibles	La prima del Seguro de dispositivos móviles para AT&T Prepaid® está incluida en los cargos mensuales de la Protección de dispositivos móviles para AT&T Prepaid®

E. ENTRADA EN VIGENCIA DE LA COBERTURA. Toda cobertura entrará en vigencia a las 12:01 a. m. en la fecha efectiva de la cobertura, conforme a lo aquí estipulado.

1. Si envía la solicitud de inscripción para la cobertura de seguro en la activación inicial: La cobertura en virtud del presente Certificado comenzará al recibir nuestra aprobación. Una vez que otorgamos la aprobación, la cobertura es retroactiva a la fecha de la presentación de la solicitud de inscripción. En el caso de que no se apruebe su solicitud, usted recibirá una notificación nuestra o de nuestro Representante Autorizado en el plazo de treinta (30) días.
2. Si envía la solicitud de inscripción para la cobertura de seguro después de la activación inicial: La cobertura en virtud del presente Certificado requiere la realización de una llamada de prueba correcta al "Bien asegurado" antes de que entre en vigencia. La cobertura comienza una vez que nosotros otorgamos la aprobación. Una vez que otorgamos la aprobación, la cobertura es retroactiva a la fecha de la llamada de prueba. En el caso de que no se apruebe su solicitud, usted recibirá una notificación nuestra o de nuestro Representante Autorizado en el plazo de treinta (30) días.

La elegibilidad para la inscripción luego de la activación inicial puede estar sujeta a limitaciones.

II. EXCLUSIONES.

Los siniestros y las causas de siniestro indicados a continuación se excluyen independientemente de cualquier otra causa o evento que contribuya de forma simultánea al siniestro o a la secuencia lógica que derive en el siniestro. No pagaremos ningún siniestro ni ningún siniestro originado o derivado, directa o indirectamente, de cualquier evento, condición o causa de siniestro identificados a continuación:

- A. Pérdida indirecta o emergente, incluso imposibilidad de uso, interrupción de actividades comerciales, pérdida de mercado, pérdida de servicio, pérdida de ganancias, inconveniente o demora en la reparación o el reemplazo de bienes asegurados dañados o perdidos.
- B. Siniestro debido a la separación intencional del Bien asegurado de su parte o de cualquier persona a la que confíe el Bien asegurado.
- C. Siniestro debido a hechos delictivos, fraudulentos, deshonestos o deliberados cometidos por usted o sus familiares, cualquiera de sus representantes autorizados, cualquier persona a quien confíe el bien o familiares de esta, o cualquier otra persona interesada en el bien para cualquier propósito, que actúe individualmente o en connivencia con otras personas.
- D. Siniestro debido a obsolescencia, incluso obsolescencia tecnológica o depreciación del valor del Bien asegurado.
- E. Siniestro originado o derivado de cualquier daño estético del Bien asegurado que, independientemente de la causa, no afecte la función del Bien asegurado. Dichos tipos de siniestros excluidos incluyen, entre otros, ralladuras, rajaduras, deterioro superficial, cambios o realce de color, textura o acabado del Bien cubierto que no afecten la función del Bien cubierto.
- F. Siniestro originado o derivado de reparación, ajuste, instalación, mantenimiento o servicio defectuoso; excepto en caso de incendio o explosión ulterior, en cuyo caso, solo el siniestro del Bien asegurado derivado del incendio o explosión ulteriores.
- G. Siniestro originado o derivado de reparación o reemplazo no autorizados.
- H. Siniestro originado o derivado de descarga, dispersión, filtración, migración, diseminación o fuga de agentes contaminantes.
- I. Siniestro originado por el uso indebido del Bien asegurado o derivado del uso del Bien asegurado para otros fines que para los que fue diseñado o fabricado, o cualquier acto que anule la garantía del fabricante.
- J. Siniestro originado o derivado de la inobservancia de las instrucciones de instalación, funcionamiento o mantenimiento del fabricante.
- K. Siniestro originado o derivado de error u omisión en el diseño, la programación o configuración del sistema del Bien cubierto, o la retirada del producto del mercado.
- L. Siniestro debido a falla mecánica o eléctrica que ocurre durante el término de la garantía del fabricante.

- M. Siniestro o daño de las baterías (salvo que esté cubierto de otra manera como Accesorio asegurado cuando forma parte de un siniestro causado a otro Bien asegurado).
- N. Siniestro originado o derivado de malware.
- O. Siniestro originado o derivado de radiación o reacción nuclear, o contaminación radioactiva, independientemente de la causa. No obstante, en el caso de que la radiación o reacción nuclear, o la contaminación radioactiva derivaran en incendio, pagaremos el siniestro consecuente causado por dicho incendio.
- P. Siniestro originado o derivado de guerra, incluso guerra civil o no declarada; acciones bélicas de una fuerza militar, incluso acciones destinadas a impedir o defender contra un ataque real o previsto, por parte de un gobierno, soberano u otra autoridad que utilice personal militar u otros agentes; insurrección, rebelión, revolución, usurpación del poder por autoridad gubernamental con objeto de impedir o defender contra cualquiera de estos acontecimientos.
- Q. Siniestro originado o derivado de acciones gubernamentales, es decir, confiscación o destrucción de la propiedad por orden de la autoridad gubernamental, incluidas las sanciones económicas y comerciales que correspondan conforme a la legislación aplicable y a las directrices
- R. Siniestro o daño de Datos, Medios Externos no estándar y Software no estándar.
- S. Siniestro originado o derivado de no realizar lo razonablemente necesario para minimizar el siniestro y proteger el Bien asegurado de otros siniestros.

III. LIMITACIONES DE RESPONSABILIDAD.

A. LÍMITES POR SINIESTRO.

Ante cualquier Siniestro, el monto máximo que gastaremos a fin de reemplazar o reparar el Bien asegurado es \$2,000. Ante cualquier caso de siniestro, no pagaremos el reemplazo del equipo que tenga un valor minorista superior al límite ni los costos de reparación que superen el límite, menos el deducible aplicable establecido en la Sección IV.

B. LÍMITES TOTALES.

Se contempla un máximo de dos (2) reemplazos o reparaciones del Bien asegurado por Número inalámbrico en cualquier período de doce (12) meses, incluidos los Siniestros que tengan lugar en virtud de este Certificado o cualquier certificado inmediatamente anterior emitido por nosotros.

En todo caso, el período de doce meses se calcula en base a la Fecha del Siniestro para cada Siniestro cubierto.

IV. DEDUCIBLE.

DEDUCIBLE POR REPARACIÓN

Al momento en que aprobamos la reparación en función de la categoría de equipo correspondiente al equipo que se reparará, debe pagarse un deducible no reembolsable, como se indica en la tabla a continuación.

Los deducibles aplicables se indican en la tabla a continuación.

Equipo	Deducible estándar por reparación
Nivel A	N/D
Nivel B	N/D
Nivel C	\$49.00
Nivel D	\$49.00
Nivel E	\$49.00

DEDUCIBLE POR REEMPLAZO

Al momento en que aprobamos el reemplazo en función de la categoría de equipo correspondiente al equipo que se reemplazará, debe pagarse un deducible no reembolsable, como se indica en la tabla a continuación.

Los deducibles aplicables se indican en la tabla a continuación.

Equipo	Deducible de reemplazo estándar
Nivel A	\$10.00
Nivel B	\$40.00
Nivel C	\$75.00
Nivel D	\$130.00
Nivel E	\$250.00

NOTA: Puede aplicarse un cargo adicional por equipo no devuelto (consulte la Sección VI.F) por otras causas que no sean pérdida o hurto si usted no devuelve el Bien asegurado conforme a lo estipulado al momento del siniestro.

V. CONDICIONES EN CASO DE SINIESTRO.

Sujeto a los términos y condiciones establecidos en el presente Certificado, compensaremos cualquier siniestro cubierto en virtud de este documento.

- A. En caso de siniestro, nos ocuparemos de reemplazar o reparar el Bien asegurado a través de un Centro de servicios autorizado, a nuestro exclusivo criterio.
- B. Si bien el Suscriptor asegurado no tiene derecho a recibir dinero en efectivo, podemos elegir ofrecer una liquidación en efectivo del costo correspondiente al reemplazo del Bien asegurado en lugar del reemplazo o la reparación efectivos del Bien asegurado.
- C. A nuestro criterio, podremos reparar el Bien asegurado con piezas sucedáneas o proporcionar un equipo sucedáneo que:
 1. sea de tipo y calidad similares;
 2. sea nuevo o reacondicionado, con piezas de fábrica originales o no originales; y
 3. puede ser de diferente marca, modelo o color.
- D. El equipo de reemplazo será un equipo aprobado para su uso en la red del proveedor de servicio y corresponderá a la misma categoría de equipo que el Bien cubierto al momento del siniestro.
- E. Antes de aprobar su solicitud de reparación o reemplazo del Bien asegurado, podremos solicitar una evaluación de la falla del equipo a cargo del proveedor de servicio o nuestro Representante autorizado o del fabricante, a nuestro juicio y criterio.

VI. OBLIGACIONES EN CASO DE SINIESTRO.

- A. En el caso de que pierda o le roben su Bien asegurado, debe notificar a su Proveedor de servicios tan pronto como sea posible para suspender el servicio.
- B. En el caso de que un reclamo implique una infracción de la ley o cualquier privación de posesión, usted acepta notificar de inmediato al organismo de orden público competente y obtener una confirmación de esta notificación.
- C. Debe informar el siniestro de inmediato a nuestro Representante autorizado en el plazo de sesenta (60) días de la fecha del siniestro. Si no informa el siniestro en el plazo de sesenta (60) días, perderá el derecho al reclamo. Debe presentar todos los reclamos a través de nuestro Representante autorizado para obtener nuestra aprobación previamente a la reparación o entrega del equipo de reemplazo. Todo reclamo que no se presente a través de nuestro representante autorizado para nuestra aprobación será desestimado.
- D. Usted hará lo razonablemente necesario para minimizar el siniestro y proteger el Bien cubierto de otros siniestros.
- E. Puede exigírsele que nos proporcione una prueba escrita detallada de la declaración del siniestro, el número de caso del informe policial y/o una copia del informe policial en el plazo de sesenta (60) días de la fecha en que se informó el siniestro y previamente a la reparación o la recepción del equipo de reemplazo. En caso de siniestro, puede exigírsele que proporcione una copia de la factura de venta original. Asimismo, puede exigírsele que presente una identificación con fotografía emitida por el gobierno o que proporcione una fotocopia de esta.
- F. Si la causa del siniestro no es pérdida o hurto, debe conservar el Bien asegurado hasta que se procese su reclamo. Si la causa del Siniestro es la pérdida o el robo y el Bien asegurado se recupera posteriormente, debe notificarlo a nuestro Representante autorizado, incluso si su reclamo ya se ha completado. En el caso de que reemplacemos el Bien

asegurado, podremos exigirle que nos lo devuelva, con los gastos a nuestro cargo. En tal caso, deberá devolvernos el Bien asegurado en el sobre de devolución que proporcionamos en el plazo de diez (10) días o pagar el cargo por equipo no devuelto aplicable al modelo del Bien asegurado que sufrió el siniestro. PUEDE EVITAR ESTE CARGO SI DEVUELVE EL BIEN CUBIERTO CONFORME A LO INDICADO.

- G. En caso de siniestro, debe permitirnos inspeccionar el bien y los registros que comprueben el siniestro. Debe cooperar en la investigación de dicho reclamo. En el caso de que se lo solicitemos, deberá permitirnos interrogarlo bajo juramento las veces que sean razonablemente necesarias acerca de cualquier asunto relacionado con este seguro o su reclamo, incluidos sus libros y registros. Deberá firmar sus respuestas y estas podrán registrarse.
- H. Debe proporcionar a nuestro Representante autorizado toda la información necesaria requerida para aprobar su reclamo a fin de reemplazar o reparar el Bien asegurado en el plazo de sesenta (60) días de la fecha en que nos informó el siniestro. Si no se ocupa de recibir el equipo reparado o de reemplazo en el plazo de sesenta (60) días de nuestra aprobación del reclamo, perderá el derecho a dicho equipo y al reclamo en virtud del presente Certificado.
- I. En caso de siniestro, debe pagar el deducible no reembolsable más cualquier impuesto aplicable.
- J. En el caso de que decidamos reparar el Bien Asegurado, se le solicitará que envíe el Bien Asegurado por correo o lo entregue para su reparación conforme a lo indicado por nosotros.

VII. ELEGIBILIDAD Y CANCELACIÓN.

- A. Disposiciones sobre cancelación.
 - 1. Usted puede cancelar la cobertura en virtud de este Certificado mediante la entrega o el envío por correo de previa notificación por escrito donde indique la fecha efectiva de cancelación. Puede enviar la notificación por escrito a nuestro representante autorizado, a: Centro de atención al cliente Asurion, P.O. Box 411605, Kansas City, MO 64141-1605.
 - 2. El proveedor de servicio puede cancelar la cobertura en virtud de este Certificado mediante la entrega o el envío por correo de previa notificación por escrito donde indique la fecha efectiva de cancelación. Nosotros, o el proveedor de servicio en nuestra representación, le entregaremos o enviaremos por correo una notificación por escrito donde confirmaremos la cancelación de este Certificado. La notificación por escrito se le entregará o enviará por correo al menos treinta (30) días antes de la cancelación, o con mayor antelación, según la ley así lo exija.
 - 3. Podemos cancelar este Certificado o cambiar los términos y condiciones solo si se le notifica al menos treinta (30) días antes, o un período más largo según lo exija la ley, a menos que lo cancelemos por los siguientes motivos:
 - a. Cancelaremos su cobertura en virtud de este Certificado con quince (15) días de aviso, o un período más largo según lo requiera la ley, si se descubre un fraude o tergiversación material en la obtención de cobertura o en la presentación de un reclamo relacionado a ella.
 - b. Cancelaremos su cobertura en virtud de este Certificado de inmediato o mediante previa notificación según la ley así lo exija, por incumplimiento de pago de la prima.
 - c. Cancelaremos su cobertura de acuerdo con este Certificado inmediatamente, o le brindaremos tiempo de notificación adicional según lo exige la ley, si agota el límite total de responsabilidad, si corresponde, según los términos de este Certificado y le enviamos una notificación de cancelación dentro de los treinta (30) días calendario después del agotamiento del límite. No obstante, si la notificación no se envía en el plazo estipulado, la inscripción continuará independientemente del límite total de responsabilidad hasta que le enviemos la notificación de cancelación.
 - d. Cancelaremos su cobertura bajo este Certificado de inmediato, sin previo aviso, si deja de tener un servicio activo con el proveedor de servicios.

NOTA: En el caso de que cancelemos en virtud de la Sección VII.A.3.(c), usted no será elegible por un período de doce (12) meses a partir de la fecha de cancelación.

- B. Cómo se notifica la cancelación.
 - 1. Las notificaciones efectuadas conforme a las Secciones A. 2 o 3 deberán realizarse por escrito e incluir el motivo real de la cancelación, así como la fecha efectiva de cancelación. La cobertura finalizará en dicha fecha.
 - 2. Las notificaciones se entregarán o enviarán por correo al proveedor de servicio, a la última dirección postal que se conozca. Las notificaciones se le entregarán o enviarán por correo a usted, a la última dirección postal que conozcamos o a las direcciones electrónicas que figuren en nuestros registros.
 - 3. Nosotros o el Proveedor de servicios conservaremos el comprobante del envío por correo conforme a lo autorizado o aceptado por el Servicio de Correos de Estados Unidos u otro servicio de entrega por correo comercial. Nosotros o el Proveedor de servicios podemos cumplir con las Secciones A.2 o 3 al proporcionar dicha notificación o correspondencia por medios electrónicos. En el caso de hacerlo a través de medios electrónicos, nosotros o el Proveedor de servicios conservaremos un comprobante del envío de dicha notificación o correspondencia.
 - 4. Si se cancela la cobertura en virtud de este Certificado, se le reembolsará toda prima no devengada adeudada, prorrateada.

- C. Para ser y continuar siendo elegible para la cobertura:
1. Debe tener el servicio de comunicaciones activado directamente con el proveedor de servicio y ser un suscriptor válido, activo y actual del proveedor de servicio a fin de estar cubierto en virtud de esta póliza. El Bien cubierto debe estar activamente registrado en la red del proveedor de servicio en la Fecha de siniestro y tener tiempo de aire registrado previamente a la Fecha de siniestro.
 2. El Bien cubierto debe ser designado por nosotros y elegible para la cobertura en virtud de este Certificado. La elegibilidad puede estar limitada a un equipo nuevo que no haya sido activado previamente para servicio.
 3. Usted no debe haber participado de ningún fraude o abuso con respecto a esta solicitud o a un programa similar de seguro de equipos de comunicaciones.
 4. No debe haber agotado los beneficios disponibles en virtud del certificado de cobertura de CNA emitido a través del proveedor de servicio al superar el Límite total. (Consulte la Sección III.B).
 5. No debe incurrir en el incumplimiento de cualquier disposición sustancial del presente Certificado, incluso: no devolver el Bien cubierto dañado cuando se le solicite en conexión con un siniestro; o no pagar el deducible requerido correspondiente a un siniestro, entre otros.
- D. Usted es responsable de pagar todas las primas, conforme a los términos de este Certificado.
- E. El seguro provisto en virtud de este Certificado es mensual; excepto: que usted deje de ser un suscriptor válido, activo y actual del proveedor de servicio; o que usted o su Bien cubierto ya no sean elegibles para la cobertura.

VIII. CONDICIONES ADICIONALES.

- A. Todos los reclamos por siniestro en virtud de este Certificado se compensarán en el plazo de treinta (30) días posteriores a la presentación y aceptación del comprobante de garantía y siniestro satisfactorio ante nuestro representante autorizado y el cumplimiento de sus obligaciones en el caso de siniestro.
- B. En el caso de que no estemos de acuerdo sobre el valor del Bien cubierto o el monto o la compensación del siniestro, cualquiera de las partes podrá elegir recurrir al arbitraje conforme a la Sección VIII.G. a continuación.
- C. Cualquier recuperación en caso de siniestro redundará completamente en nuestro beneficio, hasta compensar el gasto incurrido por nosotros. Ante nuestra solicitud, usted nos devolverá cualquier equipo dañado. Todos los Bienes cubiertos que reemplazamos son propiedad de CNA y pueden desactivarse, destruirse o volver a utilizarse. No proporcionaremos un equipo de reemplazo si usted ha incumplido los términos de este Certificado: si no ha devuelto el Bien asegurado cuando se le solicitó en conexión con un siniestro anterior; o no pagó el cargo por equipo no devuelto o el deducible en el caso de un siniestro anterior.
- D. No puede ceder este Certificado sin nuestro consentimiento por escrito.
- E. En el caso de que cualquier suscriptor asegurado a quien o para quien compensemos un reclamo en virtud de este Certificado tenga derecho a un resarcimiento en concepto de daños y perjuicios de un tercero, dicho derecho será transferido a nosotros. Dicho suscriptor asegurado deberá hacer todo lo necesario para garantizar nuestros derechos y no debe hacer nada luego de un siniestro que nos impida ejercerlos; no obstante, puede renunciar a sus derechos contra un tercero por escrito:
1. Previamente a un siniestro.
 2. Luego de un siniestro, solo si al momento del siniestro, dicho tercero es:
 - a. Una persona cubierta en virtud de este Certificado;
 - b. Una empresa;
 - i. Perteneciente al suscriptor asegurado o dirigida por este;
 - ii. Que posee o dirige al suscriptor asegurado; o
 - iii. Es el arrendatario del suscriptor asegurado.
- Esto no restringirá la cobertura del suscriptor asegurado.
- F. Encubrimiento, declaración falsa o fraude
- Su cobertura se cancelará y se desestimará cualquier reclamo en el caso de fraude, encubrimiento deliberado o declaración falsa de un hecho material, en cualquier momento, en lo que respecta a:
1. Esta cobertura;
 2. la Propiedad cubierta;
 3. Su interés en el Bien cubierto; o
 4. Un reclamo en virtud de este Certificado.
- G. **ACUERDO DE ARBITRAJE. Lea detenidamente la disposición acerca del Acuerdo de Arbitraje de este Certificado (Acuerdo de Arbitraje). Afecta sus derechos.** La mayoría de sus inquietudes con respecto a este Certificado se pueden resolver simplemente contactando a nuestro Representante autorizado llamando al 1-866-727-1998. En el caso poco probable de que no podamos resolver alguna controversia, incluidos los reclamos abarcados por este Certificado, que usted o nosotros podamos tener, **USTED Y NOSOTROS ACEPTAMOS RESOLVER DICHA**

CONTROVERSIA MEDIANTE UN ARBITRAJE VINCULANTE O UN TRIBUNAL DE PRIMERA INSTANCIA EN LUGAR DE HACERLO A TRAVÉS DE LOS TRIBUNALES DE JURISDICCIÓN GENERAL. USTED Y NOSOTROS ACEPTAMOS QUE TODO ARBITRAJE TENDRÁ LUGAR ÚNICAMENTE DE FORMA INDIVIDUAL. USTED Y NOSOTROS ACEPTAMOS: (1) RENUNCIAR A NUESTRO DERECHO A JUICIO CON JURADO Y (2) NO PARTICIPAR EN ACCIONES Y ARBITRAJES COLECTIVOS. El arbitraje es más informal que un juicio en un tribunal. El arbitraje utiliza un árbitro neutral en lugar de un juez o jurado. Tiene un descubrimiento de pruebas más limitado que en los tribunales y está sujeto a revisión limitada por parte de los tribunales. Los árbitros pueden determinar los mismos daños y perjuicios, y conceder los mismos resarcimientos que un tribunal.

A los efectos de este Acuerdo de Arbitraje, las referencias a “nosotros” incluyen a nuestro Representante autorizado, Continental Casualty Company, el Proveedor de servicios y a sus respectivas compañías matrices, subsidiarias, filiales, agentes, empleados, sucesores y cesionarios. Este Contrato evidencia una transacción de comercio interestatal; por consiguiente, la Ley Federal de Arbitraje rige la interpretación y el cumplimiento de este Acuerdo de Arbitraje. Este Acuerdo de Arbitraje continuará vigente tras la rescisión del presente Certificado.

Este Acuerdo de Arbitraje debe interpretarse de forma amplia, e incluye toda controversia: (1) que esté relacionada de alguna manera o surja de este contrato o programa o de la relación entre usted y nosotros, ya sea con base en un contrato, agravio, estatuto, fraude, tergiversación o de otra manera; (2) que haya surgido antes de que usted y nosotros firmemos este Acuerdo de Arbitraje o Certificado o que surja después de la finalización de este Acuerdo de Arbitraje o Certificado; y (3) que actualmente sea sujeto de un supuesto litigio de acción colectiva en el que usted no sea miembro de una acción colectiva certificada. Independientemente de lo antedicho, este Acuerdo de Arbitraje no le impide presentar una demanda individual en un tribunal que tenga jurisdicción sobre la controversia o informar a un organismo o entidad federal, estatal o local acerca de su controversia. Tales organismos o entidades pueden buscar un resarcimiento en su representación.

En el caso de que cualquiera de las partes procurara recurrir al arbitraje, primero debemos enviar a la otra parte una Notificación por escrito del Reclamo (“Notificación”) por correo certificado. Su Notificación a Nosotros debe estar dirigida a: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. La Notificación debe describir la controversia e indicar el resarcimiento específico que se busca. Si usted y nosotros no resolvemos la controversia dentro de los treinta (30) días posteriores a la recepción de la Notificación, usted o nosotros podemos iniciar un proceso de arbitraje con la Asociación Estadounidense de Arbitraje (“AAA”). Para obtener los formularios necesarios para iniciar un proceso de arbitraje, visite www.adr.org o llame al 1-800-778-7879. Una vez que recibamos la notificación de que usted ha iniciado el arbitraje, le reembolsaremos el pago de los gastos administrativos a la AAA. Si no puede pagar los gastos administrativos reglamentarios, lo pagaremos nosotros si envía una solicitud escrita por correo certificado a: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. El arbitraje será regulado por la AAA conforme a las Reglas Comerciales de Arbitraje y los Procedimientos Complementarios para la Resolución de Controversias Relacionadas con el Consumidor (“Reglas de Arbitraje”) en vigencia al momento de iniciar el arbitraje y según las modificaciones de este Acuerdo de Arbitraje. Para obtener una copia de las Reglas de Arbitraje, ingrese a www.adr.org o llame al 1-800-778-7879.

El árbitro designado por la AAA para decidir sobre la demanda deberá cumplir con los términos de este Acuerdo de Arbitraje. Todas las cuestiones serán decididas por el árbitro, incluido el alcance de este Acuerdo de Arbitraje, con excepción de las cuestiones relacionadas con el cumplimiento de este Acuerdo de Arbitraje, que pueden ser decididas por un tribunal. A menos que exista un acuerdo en contrario entre usted y nosotros, todos los procesos de arbitraje se llevarán a cabo en el condado o el distrito de su domicilio de facturación. Si la controversia es por \$10,000 o menos, puede decidir llevar a cabo el proceso de arbitraje mediante la presentación de los documentos al árbitro, presentándose ante el árbitro en persona o comunicándose por teléfono. Si la controversia es por más de \$10,000, el derecho al proceso de arbitraje estará determinado por las Reglas de Arbitraje. Pagaremos todos los costos de presentación, administración y los honorarios del árbitro para todo arbitraje iniciado de conformidad con este Acuerdo de Arbitraje, a menos que el árbitro determine que su controversia es frívola o tiene un fin inapropiado en virtud de la Regla Federal de Procedimientos Civiles 11(b). En ese caso, el pago de tales tarifas se regirá por las Reglas de Arbitraje.

Al término del proceso de arbitraje, el árbitro expedirá una resolución por escrito que incluirá una explicación de los hechos y la legislación en la que se fundamenta la resolución. En el caso de que el árbitro falle en su favor y emita un laudo por daños y perjuicios que supere el valor de la última oferta de acuerdo realizada por nosotros; o en caso de que no presentemos ninguna oferta de acuerdo y el árbitro le adjudique una indemnización por daños y perjuicios, nosotros: (1) le pagaremos el monto del laudo por daños y perjuicios, o \$7,500, el que sea mayor; y (2) pagaremos a su abogado, si lo hubiera, el doble del monto de los honorarios y el monto real de los gastos razonablemente incurridos en la tramitación de la controversia mediante arbitraje. Usted y nosotros aceptamos no divulgar las ofertas de acuerdo económico al árbitro hasta después de que el árbitro haya emitido su fallo por escrito. El árbitro puede resolver toda controversia relacionada con los gastos y honorarios del abogado durante el proceso de arbitraje o, a petición, en el plazo de catorce (14) días de la resolución por escrito del árbitro. Si bien el derecho al pago de cargos y honorarios del abogado mencionado anteriormente es complementario a cualquier derecho que usted pueda tener en virtud de la legislación vigente, usted y su abogado no podrán cobrar los cargos y honorarios del abogado por partida doble. Si

bien, en virtud de la legislación vigente, podemos tener derecho a cobrarle los gastos y honorarios de abogado en el caso de ganar el arbitraje, por la presente renunciamos a dicho derecho.

En la medida en que en el arbitraje se busque un resarcimiento declaratorio o cautelar, tal resarcimiento puede otorgarse solo en la medida necesaria para proporcionar el resarcimiento otorgado por el reclamo individual de una parte. **USTED Y NOSOTROS ACEPTAMOS QUE PODEMOS PRESENTAR DEMANDAS CONTRA LA OTRA PARTE SOLO A TÍTULO PERSONAL Y NO COMO UN DEMANDANTE O MIEMBRO DE UNA ACCIÓN COLECTIVA EN NINGÚN PROCEDIMIENTO PRESUNTAMENTE COLECTIVO O REPRESENTATIVO.** A menos que usted y nosotros acordemos lo contrario, el árbitro no puede consolidar la controversia de otra persona con su controversia o la nuestra, como tampoco podrá arbitrar ningún tipo de proceso representativo o colectivo. Si se determina que esta disposición específica del Acuerdo de Arbitraje no es exigible, entonces la totalidad de este Acuerdo de Arbitraje será nula.

- H. Ninguna persona puede iniciar acciones legales, incluso proceso de arbitraje, contra nosotros en virtud de este Certificado; excepto en los siguientes casos:
1. Se hayan cumplido en su totalidad los términos de este Certificado; y
 2. la acción se inicie en el plazo de dos (2) años o en un plazo mayor conforme a lo estipulado en la póliza o cualquier endoso de esta, posteriormente a su primer conocimiento del siniestro u otros eventos que sustentan la acción.
- I. El territorio de cobertura es global; no obstante, el costo de reemplazo o reparación se estimará en la moneda de EE. UU. al momento del reemplazo o de la reparación. Le enviaremos el equipo reparado o de reemplazo aprobado directamente a usted en los Estados Unidos y sus territorios, o le solicitaremos que lo recoja en un Centro de Servicios Autorizado.
- J. En el caso de siniestro de un Bien asegurado que sea parte de un par o juego, solo cubriremos una parte razonable y aceptable del valor total del par o juego.
- K. Podemos hacer que estén a su disposición otros servicios o beneficios limitados relacionados con su Bien asegurado, si corresponde. Estos pueden incluir: servicios de recuperación o localización del bien; servicios de recuperación o gestión de datos; mantenimiento y servicio de equipos; soporte técnico, actualización de costo reducido, beneficios de compra u otros servicios prestados a través de su proveedor de servicio o cualquier Centro de servicios autorizado.
- L. Acordamos que cualquier disposición de este Certificado que no se avenga a la legislación aplicable se adaptará a fin de que cumpla con esta. Si alguna disposición de este Certificado fuera considerada nula o inaplicable, esto no invalidará las disposiciones restantes del presente documento.
- M. Este Certificado comprende el acuerdo total entre usted y nosotros con respecto al seguro provisto. Las disposiciones de este Certificado pueden modificarse o puede eximirse su cumplimiento solo mediante la emisión de un nuevo Certificado o endoso, de parte nuestra, e incorporado a este documento.
- N. Nos reservamos el derecho a revisar este Certificado en cualquier momento y ajustar los términos de la cobertura, incluso la prima y el deducible. En el caso de cualquier modificación sustancial en los términos de la cobertura, se le proporcionará previa notificación por escrito sobre dichas modificaciones. Usted puede cancelar la cobertura en cualquier momento sin sanción alguna; no obstante, si continúa pagando las primas luego de haberse modificado los términos de la cobertura, se considerará que los acepta y deberá cumplir con estos.
- O. En el caso de que decidamos revisar la póliza y ampliar la cobertura en virtud de este Certificado sin prima adicional mientras esta cobertura esté vigente, la cobertura ampliada se aplicará de inmediato a este Certificado.
- P. Es importante que realice una copia de seguridad de todos los archivos de datos y software porque este Certificado no cubre la pérdida o el daño a sus datos o software no estándar, y las reparaciones a su Bien asegurado pueden dar como resultado la eliminación de dichos datos o software. **ES SU EXCLUSIVA RESPONSABILIDAD REALIZAR UNA COPIA DE SEGURIDAD DE TODOS LOS PROGRAMAS INFORMÁTICOS Y DATOS EN EL BIEN ASEGURADO CON DISCO(S) DURO(S) O CUALQUIER OTRO MECANISMO DE ALMACENAMIENTO. NO ASUMIREMOS NINGUNA RESPONSABILIDAD, EN NINGÚN MOMENTO, POR CUALQUIER PÉRDIDA, ALTERACIÓN O CORRUPCIÓN DE SOFTWARE, DATOS O ARCHIVOS.**

IX. DEFINICIONES.

- A. "Centro de servicios autorizado" se refiere a lo siguiente: Establecimiento que opera como centro de reparación o reemplazo del programa y proporciona reemplazos o reparaciones del Bien asegurado. Realizaremos la selección del Centro de servicios autorizado según nuestro exclusivo criterio o el de nuestro representante autorizado.
- B. "Certificado de cobertura", "Certificado" o "Certificados" se refiere a: este Certificado de cobertura de equipos de comunicaciones comerciales marítimas internas.
- C. "Accesorios asegurados" como se utiliza en este Certificado significa lo siguiente: parte del "Siniestro" cubierto; una batería estándar, un cargador estándar, una tarjeta SIM (si corresponde). Los Accesorios cubiertos no incluyen tarjetas de memoria ni otros accesorios que no se enumeren específicamente como cubiertos.
- D. "Bien asegurado" según se emplea en este Certificado significa lo siguiente: un teléfono inalámbrico que sea de su propiedad o que haya sido alquilado por usted, o del cual usted es financieramente responsable, que esté registrado

activamente en la red del Proveedor de servicios y para el cual se haya registrado un tiempo de uso después de la inscripción. El Bien asegurado se limita a un teléfono inalámbrico y a los Accesorios cubiertos aplicables por reemplazo. La Identidad Internacional del Equipo Móvil (IMEI), el Número de serie electrónico (ESN), el Identificador único del dispositivo (UDiD) u otro número de identificación único del teléfono inalámbrico asociado con su cuenta en los registros del Proveedor de servicios en el momento en que la cobertura entra en vigencia inicialmente y por la cual el tiempo de uso ha sido registrado indica que el teléfono inalámbrico se considera Bien asegurado, a menos que haya registrado el tiempo de uso en un teléfono inalámbrico diferente inmediatamente antes del siniestro, entonces dicho teléfono inalámbrico se considerará un Bien asegurado durante el tiempo que el teléfono inalámbrico sea de su propiedad o sea alquilado por usted, o que usted sea financieramente responsable por él, y nos proporcione pruebas de propiedad o alquiler, o prueba de responsabilidad financiera.

- E. "Datos" significa información ingresada, almacenada o procesada por el Bien cubierto. Esto incluye documentos, bases de datos, mensajes, licencias, información de contacto, contraseñas, libros, juegos, revistas, fotografías, videos, tonos de llamada, música y mapas.
- F. "Fecha de siniestro" es la fecha en la que el Bien asegurado sufre un siniestro.
- G. Fecha de reemplazo: fecha en la que se le envía el equipo reparado o de reemplazo, o fecha en la que usted recoge el equipo reparado o de reemplazo en un Centro de servicios autorizado, como consecuencia de un siniestro cubierto.
- H. "Activación inicial" significa: momento de la activación inicial del servicio del proveedor de servicio para el Bien cubierto.
- I. "Suscriptor asegurado" significa lo siguiente: titular de la cuenta del proveedor de servicio que cumple con las siguientes condiciones:
 - i) Se ha inscrito y ha sido aceptado para recibir cobertura en virtud de este Certificado.
 - ii) Tiene una descripción completa del Bien asegurado de su propiedad en nuestros registros o los de nuestro representante autorizado.
 - iii) Ha pagado todas las primas pagaderas con respecto al Bien asegurado antes de la Fecha de reclamo por siniestro.
- J. "Siniestro" significa lo siguiente: siniestro cubierto conforme a lo estipulado en la Sección I.B. Planes de cobertura.
- K. "Malware" significa software malintencionado que daña, destruye, accede a sus datos sin su autorización o interfiere en el rendimiento de datos, medios, software o sistema del Bien cubierto o conectado a este.
- L. "Falla mecánica o eléctrica" significa lo siguiente: cuando el "Bien Cubierto" no funciona debido a una pieza o fabricación defectuosa, o al desgaste normal por el uso cuando se opera conforme a las instrucciones de fábrica.
- M. "Accesorios no asegurados" según se emplea en este Certificado significa lo siguiente: Todos los accesorios no incluidos en la definición de Accesorios cubiertos.
- N. "Medios externos no estándar": objetos físicos en los que se pueden almacenar datos, pero que no son componentes integrados al Bien asegurado necesarios para su funcionamiento. Esto incluye tarjetas de datos, tarjetas de memoria, discos duros externos y unidades flash. Los Medios externos no estándar no incluyen Medios externos estándar.
- O. "Software no estándar": otro software que no sea estándar.
- P. "Agentes contaminantes" significa lo siguiente: toda sustancia irritante o contaminante sólida, líquida, gaseosa o térmica, que incluye humo, vapor, hollín, gases, ácidos, álcalis, productos químicos, campos eléctricos producidos artificialmente, campo magnético, campo electromagnético, pulso electromagnético, ondas de sonido, microondas y todos los residuos y radiaciones ionizantes o no ionizantes producidos artificialmente. Los residuos comprenden materiales para ser reciclados, renovados o recuperados.
- Q. "Proveedor de servicios" significa lo siguiente: AT&T.
- R. Los "Medios Externos Estándar" hacen referencia a objetos físicos en los que se pueden almacenar datos y que vienen en el paquete original estándar de la Propiedad cubierta, de fábrica, pero que no son componentes integrados a la Propiedad cubierta necesarios para su funcionamiento.
- S. "Software estándar": sistema operativo precargado o incluido de fábrica en la Propiedad cubierta como estándar.
- T. "Número inalámbrico" o "Números inalámbricos" significan lo siguiente: número(s) o línea(s) de datos o teléfono móvil asignados a usted por el proveedor de servicios.

X. VARIACIONES SEGÚN EL ESTADO.

Los términos y condiciones varían según dónde se emita el Certificado y dónde residan los suscriptores asegurados, como se establece a continuación.

A. CAMBIOS DE ESTADO - Sección VIII. G. ACUERDO DE ARBITRAJE se modifica como sigue:

Si usted reside en Arkansas, el Distrito de Columbia, Kentucky, Luisiana, Maine, Oklahoma, Vermont, Washington, Virginia Occidental o Wyoming; o si se determinara que las disposiciones precedentes sobre el arbitraje son nulas o inaplicables en su caso, registrará lo siguiente: todo laudo emitido de acuerdo con las disposiciones del arbitraje del presente documento constituirán un laudo no vinculante con respecto a usted, siempre y cuando usted presente

dentro de los cuarenta y cinco (45) días del laudo del árbitro un procedimiento legal en el tribunal federal, estatal o local correspondiente, en base al mismo asunto y hechos que usted presentó en el procedimiento de arbitraje. En ningún caso podrá iniciarse una acción legal en un tribunal local, estatal o federal antes de que usted y nosotros primero apelemos al proceso de arbitraje para resolver la controversia y obtengamos un laudo arbitral, conforme a la cláusula sobre arbitraje estipulada precedentemente.

El Acuerdo de Arbitraje no es aplicable **si usted reside en Georgia, Missouri, Nevada o Dakota del Sur.**

B. VARIACIONES SEGÚN EL ESTADO: VARIOS

Alaska: (i) Un siniestro puede originarse a partir de una concatenación de causas. En el caso de que un Siniestro cubierto sea la causa dominante de dicho Siniestro, no negaremos la cobertura sobre la base de que una causa secundaria en esa concatenación no sea un Siniestro cubierto. (ii) Se agrega lo siguiente a la Sección VI. C.: Si no informa el siniestro como corresponde o tan pronto como sea razonablemente posible, perderá el derecho al reclamo si nuestros derechos se ven perjudicados. (iii) Se ha agregado lo siguiente a las Secciones VI. G y VIII. G.: Puede elegir presentarse con un abogado durante el interrogatorio. (iv) Se ha agregado lo siguiente a la Sección VIII.B: Alternativamente, usted o nosotros podemos presentar una petición por escrito a la otra parte a fin de someter la controversia a evaluación. Dentro de los diez (10) días posteriores a la solicitud por escrito, usted y nosotros debemos notificar a la otra parte acerca del evaluador competente que cada uno ha seleccionado, y quién elegirá sin demora un árbitro competente e imparcial. Cada evaluador determinará por escrito y por separado su evaluación en el plazo de quince (15) días de haberse elegido el árbitro; excepto que este extienda el plazo. En el caso de que los evaluadores estén de acuerdo, su acuerdo será vinculante para usted y para nosotros. En el caso de que los evaluadores discrepen, someterán sus diferencias al juicio del árbitro de inmediato. Una decisión acordada por uno de los evaluadores y el árbitro será vinculante para usted y para nosotros. Todos los gastos y cargos de la evaluación, excepto los honorarios de peritos y abogados, se pagarán conforme a lo determinado por el árbitro. Excepto por lo que se estipula específicamente, nada en esta sección pretende ni puede limitar o restringir los derechos de usted o nosotros bajo § 21.96.035. (v) La Sección VIII.H.2 se ha modificado de la siguiente manera: La acción se inicia en el plazo de tres (3) años a partir de la fecha en que surja la causa de acción judicial.

Arizona: La Sección VII.A.1. se ha modificado a fin de incluir lo siguiente: en el caso de que usted cancele la cobertura en virtud de este Certificado, recibirá un reembolso prorrateado en el plazo de sesenta (60) días de que nosotros recibamos la notificación.

Colorado: La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes.

Connecticut: La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes.

Georgia: La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado.

Hawái: La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado.

Idaho: La Sección VII.A.1. se ha modificado a fin de incluir lo siguiente: En el caso de que usted cancele la cobertura u objete las modificaciones en virtud de este Certificado, recibirá un reembolso prorrateado en el plazo de sesenta (60) días posteriores a que nosotros recibamos la notificación.

Illinois: La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado.

Indiana: Sección VIII. G. El Acuerdo de Arbitraje se ha modificado a fin de incluir lo siguiente: Si usted es residente de Indiana, la resolución de cualquier controversia de conformidad con esta Sección VIII.G se regirá por las leyes del estado de Indiana y las leyes federales pertinentes y aplicables.

Iowa: La segunda oración en la Sección VII.A.3.(c) se ha modificado como sigue: No obstante, si la notificación no se envía en forma puntual, la inscripción continuará independientemente del límite total de responsabilidad hasta los treinta (30) días de la fecha en que le enviemos la notificación de cancelación.

Kansas: (i) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes. (ii) La primera oración de la Sección VIII.F. se ha modificado de la siguiente manera: Su cobertura será cancelada y

cualquier reclamo podrá ser rechazado en caso de que usted, conscientemente y con intenciones fraudulentas, oculte o tergiversar cualquier hecho material en una declaración oral o escrita, en cualquier momento, con respecto a: (iii) La NOTA "B" a continuación se ha modificado para incluir una declaración o declaración de reclamo por escrito o una solicitud. (iv) La cuarta oración de la Sección VIII. G. se ha modificado de la siguiente manera: En el caso poco probable de que no podamos resolver alguna controversia, incluidos las demandas establecidas en Certificado, que usted o nosotros podamos tener, **USTED Y NOSOTROS ACEPTAMOS VOLUNTARIAMENTE, LUEGO DE QUE SURJA LA CONTROVERSIA, RESOLVERLA MEDIANTE UN ARBITRAJE VINCULANTE O UN TRIBUNAL DE PRIMERA INSTANCIA EN LUGAR DE HACERLO A TRAVÉS DE LOS TRIBUNALES DE JURISDICCIÓN GENERAL.**

Kentucky: la última oración del primer párrafo de la Sección X. A. se ha eliminado en su totalidad.

Maryland: (i) La Sección VII.A.2. "Treinta (30) días" se ha modificado a "cuarenta y cinco (45) días". (ii) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (iii) La Sección VII.A.3.(a) "quince (15) días" se ha modificado a "cuarenta y cinco (45) días". (iv) La Sección VII.A.3.(b) se ha modificado como sigue: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos diez (10) días antes. (v) La Sección VII.A.3.(c) "treinta (30) días" se ha modificado a "quince (15) días". (vi) Se agrega lo siguiente a la Sección VII.A.3: Podemos cancelar este Certificado sin previa notificación si usted obtiene una cobertura sustancialmente similar de otra aseguradora sin mediar ningún lapso (interrupción) de cobertura. (vii) La Sección VIII. H. 2. se ha modificado de la siguiente manera: El plazo de "dos (2) años" se ha modificado por un plazo de "tres (3) años a partir de la fecha en que se inicia".

Massachusetts: En la cuarta oración de la Sección VIII. G., se elimina en su totalidad el siguiente texto: **EN VEZ DE HACERLO A TRAVÉS DE LOS TRIBUNALES DE JURISDICCIÓN GENERAL.**

Michigan: El presente Certificado está exento respecto de los requisitos de presentación de la Sección 2236 del Código de Seguros de 1956, 1956 PA 218, MCL 500.2236.

Misisipi: La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes.

Montana: (i) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos diez (10) días antes. (ii) La Sección VIII. G. se elimina y se reemplaza por lo siguiente: La mayoría de sus inquietudes con respecto a este Certificado se pueden resolver simplemente contactando a nuestro Representante autorizado llamando al 1-866-727-1998. En el improbable caso de que no podamos resolver alguna controversia, entre las cuales se incluyen las demandas establecidas en este Certificado, que usted o nosotros podamos tener, **USTED Y NOSOTROS ACEPTAMOS QUE CADA UNO PODRÁ PRESENTAR DEMANDAS CONTRA LA OTRA PARTE ÚNICAMENTE A TÍTULO PERSONAL Y NO COMO REPRESENTANTE COLECTIVO O PARTE DE UNA ACCIÓN COLECTIVA EN UN PROCESO PRESUNTAMENTE COLECTIVO, ARBITRAJE COLECTIVO U OTRO PROCEDIMIENTO SIMILAR.** (iii) Se agrega lo siguiente a la Sección VIII.L: Las disposiciones de este Certificado se avienen a los requisitos mínimos de la legislación de Montana, para los asegurados de Montana, y prevalecerán en caso de discrepancia con la legislación de otros estados en la fecha efectiva de la cobertura o con posterioridad a esta. (iv) La Sección IX.B. se ha modificado a fin de establecer que la selección del Centro de servicios autorizado la realizaremos a nuestro juicio y criterio o el de nuestro representante autorizado.

Nebraska: (i) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (ii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes.

Nevada: La Sección VII.A.3.(a) "quince (15) días" se ha modificado a "diez (10) días".

Nueva York: (i) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (ii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes. (iii) La Sección VII.A.3.(c) "treinta (30) días" se modifica a "quince (15) días". (iv) Se añade lo siguiente a la Sección VII.A.3: Podemos cancelar este Certificado sin previa notificación si usted obtiene una cobertura sustancialmente similar de otra aseguradora sin mediar ningún lapso (interrupción) de cobertura.

Dakota del Norte: (i) El primer párrafo de la Sección VII.A.3. se reemplazó por lo siguiente: Podemos cambiar los términos y condiciones de este Certificado solo si le proporcionamos una notificación de al menos treinta (30) días u otro período más largo según lo exija la ley. (ii) Las subsecciones 3 (a) - (b) de la Sección VII A. se eliminan y se reemplazan por lo siguiente: (a) Si este Certificado ha estado vigente por menos de noventa (90) días, podemos cancelar su cobertura por

cualquier motivo enviándole una notificación por escrito o por correo al menos diez (10) días antes de la fecha de entrada en vigencia de la cancelación o una notificación de treinta (30) días por fraude o tergiversación. (b) Si este certificado ha estado vigente por noventa (90) o más días, podremos cancelarlo por uno o más de los siguientes motivos: **1.** La falta de pago de las primas con una notificación de cancelación de diez (10) días; **2.** Declaración falsa o fraude de su parte o con su conocimiento para obtener cobertura o tramitar una reclamación; **3.** Sus acciones han aumentado o modificado sustancialmente el riesgo asegurado; **4.** Su negativa a eliminar condiciones conocidas aumenta el potencial de siniestro después de la notificación; **5.** Cambio sustancial en el riesgo asumido a menos que sea previsto razonablemente; **6.** Pérdida del reaseguro que nos brindó cobertura por un monto significativo del riesgo subyacente asegurado; o **7.** Determinación del comisionado de seguros de que la continuación de la póliza infringe la ley. Por las razones 2. a 7., le proporcionaremos una notificación de cancelación de treinta (30) días. (iii) Se agregó el siguiente párrafo a la Sección VIII. **CONDICIONES ADICIONALES: Q.** Le enviaremos por correo o le entregaremos a usted una notificación de no renovación por lo menos sesenta (60) días antes del vencimiento de la cobertura. La notificación indicará el motivo por el cual decidimos no renovar la cobertura. Le enviaremos por correo o le entregaremos a usted nuestra notificación a la última dirección postal o la última dirección electrónica que conozcamos. No le enviaremos por correo ni le entregaremos a usted la notificación si ha obtenido una cobertura sustancialmente similar o si ha aceptado la cobertura de reemplazo de otro asegurador.

Ohio: La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado.

Oklahoma: VIII. G. El Acuerdo de Arbitraje se ha modificado a fin de incluir la siguiente disposición adicional: En el caso de que no se expida una resolución arbitral en el plazo de tres meses de la demanda de arbitraje, el suscriptor asegurado puede decidir recurrir a un tribunal; siempre y cuando él no sea la causa de la demora. **ADVERTENCIA:** Toda persona que, con pleno conocimiento y con intención de causar daño, estafar o engañar a una compañía de seguros, presente un reclamo de los beneficios de una póliza de seguro que contenga información falsa, incompleta o equívoca, se considera culpable de un delito grave.

Oregón: (i) La NOTA "B" a continuación no aplica. (ii) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (iii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes. (iv) Se ha agregado lo siguiente a la Sección VIII. G. Acuerdo de Arbitraje: **Cualquier laudo expedido conforme a las cláusulas de arbitraje aquí contempladas constituirá un laudo no vinculante con respecto a usted**, siempre y cuando usted objete la resolución arbitral y nos notifique al respecto por escrito en el plazo de cuarenta y cinco (45) días de expedirse el laudo arbitral. En ningún caso se presentará un procedimiento judicial ante un tribunal federal, estatal o local hasta que tanto usted como nosotros obtengamos un laudo arbitral de conformidad con esta disposición de arbitraje. Cualquier arbitraje que tenga lugar en virtud de este Certificado será regulado de conformidad con las Reglas de Arbitraje; excepto que alguno de los requisitos procesales de las Reglas de Arbitraje discrepe con la Ley Uniforme de Arbitraje (Uniform Arbitration Act) de Oregón, en cuyo caso prevalecerá esta última.

Pensilvania: (i) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (ii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos treinta (30) días antes.

Puerto Rico: (i) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos sesenta (60) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (ii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos quince (15) días antes. (iii) La Sección VII.A.3.(c) "treinta (30) días" se ha modificado a "quince (15) días". (iv) Siempre que no haya presentado un reclamo, usted puede, dentro de los treinta (30) días posteriores a la inscripción, cancelar la cobertura a partir de la fecha original de entrada en vigencia de la cobertura y recibir un reembolso o crédito en su factura por la prima completa pagada por escrito a: Post Office Box 411605, Kansas City, MO 64141-1605.

Dakota del Sur: (i) La Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos veinte (20) días si cancelamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (ii) La Sección VII.A.3.(a) "quince (15) días" se ha modificado a "veinte (20) días". (iii) La Sección VII.A.3.(b) se ha modificado como sigue: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos veinte (20) días antes.

Islas Vírgenes de EE. UU.: (i) La segunda oración de la Sección VII. Se eliminó la frase “en nuestro nombre” de A.2. (ii) La cuarta oración de la Sección VIII. G. se ha modificado de la siguiente manera: En el caso poco probable de que no podamos resolver alguna controversia, incluidos los reclamos abarcados por este Certificado, que usted o nosotros podamos tener, **USTED Y NOS ACEPTAMOS RESOLVER AQUELLAS CONTROVERSIAS A TRAVÉS DE UN ARBITRAJE NO VINCULANTE O UNA ACCIÓN A TÍTULO PERSONAL EN UN TRIBUNAL QUE TENGA JURISDICCIÓN SOBRE LA CONTROVERSIA.** (iii) La segunda oración en el tercer párrafo de la Sección VIII. G. se ha modificado de la siguiente manera: Independientemente de lo antedicho, este Acuerdo de Arbitraje no le impide presentar una demanda individual en un tribunal que tenga jurisdicción sobre la controversia o informar a un organismo o ente federal, estatal o local acerca de su controversia. (iv) Se ha eliminado la siguiente oración de la Sección VIII.G. Acuerdo de Arbitraje: “Este Certificado evidencia una transacción de comercio interestatal; por consiguiente, la Ley Federal de Arbitraje rige la interpretación y el cumplimiento de este Acuerdo de Arbitraje”. (v) La Sección VIII. H. 2. se elimina y se reemplaza por lo siguiente: La acción se inicia en el plazo de un (1) año después de que usted tome conocimiento del siniestro u otros eventos que sustentan la acción.

Utah: La Sección VII.A.3.(a) “quince (15) días” se ha modificado a “treinta (30) días”.

Vermont: (i) La Sección VIII.A. se ha modificado de la siguiente manera: “Treinta (30) días” se sustituye por “diez (10) días”. (ii) La Nota “B.” a continuación se ha eliminado y sustituido por lo siguiente: Cualquier persona que con pleno conocimiento presente una declaración falsa en una solicitud de seguro o al presentar un reclamo será culpable de un delito penal y estará sujeta a sanciones.

Washington: (i) El primer párrafo de la Sección II. EXCLUSIONES, se ha eliminado y sustituido en su totalidad por lo siguiente: No pagaremos por la Pérdida causada directa o indirectamente por ninguna de las causas de pérdida excluidas anteriormente, y dicha Pérdida se excluye independientemente de cualquier otra causa o evento que contribuya simultáneamente a la Pérdida si el evento excluido inicia la secuencia de eventos que dan como resultado una Pérdida. (ii) La primera oración de la Sección VII.A.1. se ha modificado como sigue: Usted puede cancelar la cobertura en virtud de este Certificado mediante la entrega o el envío por correo de previa notificación donde indique la fecha efectiva de cancelación. (iii) Sección VII.A.3. se ha modificado para proporcionar una notificación de al menos treinta (30) días si cancelamos o no renovamos este Certificado o si modificamos los términos y condiciones a menos que lo cancelemos por otros motivos establecidos en este Certificado. (iv) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos diez (10) días antes. (v) Se ha agregado lo siguiente a la Sección VII.A.3: Nos reservamos el derecho a revisar este certificado en cualquier momento; siempre y cuando no aumentemos la prima o el deducible ni restrinjamos la cobertura más de una vez en cualquier período de seis (6) meses. (vi) La Sección VII.B.1. se ha modificado de la siguiente manera: Las notificaciones efectuadas conforme a las Secciones A. 2 o 3 deberán realizarse por escrito e incluir el motivo real de la cancelación, así como la fecha efectiva de cancelación o de no renovación. La cobertura finalizará en esa fecha. (vii) La primera oración de la Sección X. se ha modificado como sigue: **cualquier laudo expedido conforme a las cláusulas de arbitraje aquí contempladas constituirá un laudo no vinculante con respecto a usted**, siempre y cuando usted objete la resolución arbitral y nos notifique al respecto por escrito en el plazo de cuarenta y cinco (45) días de expedirse el laudo arbitral. (viii) La siguiente oración se elimina de la Sección VIII.G. Acuerdo de Arbitraje: Este Contrato evidencia una transacción de comercio interestatal; por consiguiente, la Ley Federal de Arbitraje rige la interpretación y el cumplimiento de este Acuerdo de Arbitraje.

Virginia Occidental: Sección VIII. G. se elimina y se reemplaza por lo siguiente: La mayoría de sus inquietudes con respecto a este Certificado se pueden resolver simplemente contactando a nuestro Representante autorizado llamando al 1-866-727-1998. En el improbable caso de que no podamos resolver alguna controversia, entre las cuales se incluyen las demandas establecidas en este Certificado, que usted o nosotros podamos tener, **USTED Y NOSOTROS ACEPTAMOS QUE CADA UNO PODRÁ PRESENTAR DEMANDAS CONTRA LA OTRA PARTE ÚNICAMENTE A TÍTULO PERSONAL Y NO COMO REPRESENTANTE COLECTIVO O PARTE DE UNA ACCIÓN COLECTIVA EN UN PROCESO PRESUNTAMENTE COLECTIVO, ARBITRAJE COLECTIVO U OTRO PROCEDIMIENTO SIMILAR.**

Wyoming: (i) La Sección VII.A.3.(a) se ha modificado de la siguiente manera: podemos cancelar la cobertura en virtud de este Certificado de inmediato en caso de fraude o declaración falsa sustancial. (ii) La Sección VII.A.3.(b) se ha modificado de la siguiente manera: Podemos cancelar su cobertura en virtud de este Certificado por falta de pago de la prima proporcionando una notificación de cancelación al menos diez (10) días antes.

NOTA: R. ESTE CERTIFICADO PUEDE PROPORCIONAR UNA COBERTURA DOBLE SI YA CUENTA CON LA COBERTURA DE UNA PÓLIZA DE SEGURO AUTOMOTOR PERSONAL, UNA PÓLIZA DE SEGURO DE VIVIENDA U OTRA FUENTE DE COBERTURA.

A. TODA PERSONA QUE, CON PLENO CONOCIMIENTO Y CON INTENCIÓN DE CAUSAR DAÑO, ESTAFAR O ENGAÑAR A UNA COMPAÑÍA DE SEGUROS, PRESENTE UNA DEMANDA O UNA SOLICITUD QUE CONTENGA INFORMACIÓN FALSA, INCOMPLETA O EQUÍVOCA ES CULPABLE DE FRAUDE DE SEGURO. EN FLORIDA, DICHA CONDUCTA CONSTITUYE UN DELITO GRAVE DE TERCER GRADO.

Cualquier inquietud respecto de la cobertura provista en virtud de este Certificado debe dirigirse a nuestro representante autorizado, a:

Asurion Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
1-866-727-1998

Términos de servicio de ProTech para AT&T Prepaid®

Este Acuerdo de Términos de Servicio para el Soporte ProTech para el plan AT&T Prepaid® (los “Servicios”) (en conjunto, el “Acuerdo”) rige su uso de los Servicios.

LEA DETENIDAMENTE ESTE ACUERDO EN SU TOTALIDAD ANTES DE UTILIZAR LOS SERVICIOS. ESTE ACUERDO ES UN CONTRATO LEGALMENTE VINCULANTE ENTRE USTED Y ASURION. AL UTILIZAR LOS SERVICIOS, USTED ACEPTA QUEDAR SUJETO A LOS TÉRMINOS DE ESTE ACUERDO.

ESTE ACUERDO CONTIENE UNA DISPOSICIÓN OBLIGATORIA DE ARBITRAJE QUE REQUIERE QUE TODA CONTROVERSIA QUE SURJA DEL USO DE LOS SERVICIOS SEA RESUELTA EXCLUSIVAMENTE POR UN ÁRBITRO, Y ESTE ACUERDO TAMBIÉN CONTIENE UNA DECLARACIÓN DE EXENCIÓN POR JUICIO ANTE JURADO O TODO PROCEDIMIENTO DE ACCIÓN COLECTIVA. SI NO ESTÁ DE ACUERDO CON ALGUNO DE LOS TÉRMINOS DE ESTE ACUERDO, NO PUEDE USAR LOS SERVICIOS.

EL SOPORTE PROTECH PARA AT&T PREPAID® LE PERMITE ACCEDER A LOS SERVICIOS DE SOPORTE TÉCNICO. ASURION LE PRESTA LOS SERVICIOS. POR FAVOR, LEA ESTE ACUERDO DETENIDAMENTE Y

POR COMPLETO. PÓNGASE EN CONTACTO CON NOSOTROS ENVIÁNDONOS UN CORREO ELECTRÓNICO A TERMSOFUSE@ASURION.COM PARA OBTENER INFORMACIÓN ACERCA DE LOS SERVICIOS O ANTE CUALQUIER PREGUNTA RELACIONADA CON ESTE ACUERDO.

- 1. DEFINICIONES.** En este Acuerdo: (a) las palabras “Asurion”, “Nosotros”, “Nuestro/s” y “Nuestra/s” hacen referencia a Asurion Protection Services, LLC, y sus respectivas compañías matrices, subsidiarias, sucursales, afiliados, agentes, empleados, sucesores y cesionarios; y (b) las palabras “Usted” y “Su/s” se refieren a la persona que usa los “Servicios” y toda persona o entidad representada por ese individuo; y (c) la palabra “Dispositivo(s)” hace referencia a los dispositivos que Nosotros hemos designado como elegibles para cobertura bajo el Programa ProTech para AT&T Prepaid®.
- 2. POLÍTICA DE PRIVACIDAD Y CONTRASEÑAS.** La Política de Privacidad de Asurion para los Servicios está disponible en <https://www.att.com/prepaidprotection>, y explica Nuestras políticas con respecto a la recopilación, el uso y la divulgación de información relacionada o derivada de Su uso de los Servicios. Lea atentamente y de manera completa la Política de Privacidad. Se incorpora como referencia en este Acuerdo y, al utilizar los Servicios, usted acepta la recopilación, el uso y la divulgación de Su información tal como se establece en esa Política. Debido a que Asurion no puede garantizar la seguridad de Su información personal, Usted confirma y acepta que se la proporciona a Asurion bajo Su propio riesgo. Si sabe o sospecha que las contraseñas asociadas con o almacenadas en Su Dispositivo han estado disponibles para cualquier persona o han sido utilizadas por cualquier persona como resultado de Su uso de los Servicios, Usted debe cambiar o restablecer esas contraseñas de inmediato.
- 3. CARGOS POR USO DE DATOS.** Usted confirma y acepta que es posible que deba comprar un equipo o software adicional para recibir el beneficio completo de los Servicios, y que Usted puede llegar a incurrir en el uso de datos u otros cargos o tarifas si Usted utiliza el Servicio. Usted es el único responsable del pago de esas tarifas o cargos, y toda falta de pago de estos puede dar como resultado la suspensión o cancelación de Su acceso a los Servicios.
- 4. EXENCIÓN DE RESPONSABILIDAD DE GARANTÍAS.** LA SIGUIENTE EXENCIÓN SE LE DEBE APLICAR A USTED AL MÁXIMO NIVEL PERMITIDO SEGÚN LA LEY CORRESPONDIENTE. USTED CONFIRMA Y ACEPTA QUE LOS SERVICIOS SE PROPORCIONAN “TAL COMO SON” Y “SEGÚN SU DISPONIBILIDAD”, Y QUE SU USO O CONFIANZA EN CUALQUIERA DE ESTAS CONDICIONES ES A SU PROPIO RIESGO Y DISCRECIÓN. POR ESTE MEDIO, ASURION QUEDA EXENTO DE RESPONSABILIDAD ANTE TODAS LAS DECLARACIONES Y GARANTÍAS RELACIONADAS A LOS SERVICIOS, YA SEA EXPRESAS, IMPLÍCITAS O REGLAMENTARIAS, LO QUE INCLUYE, SIN LIMITACIÓN, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, APTITUD PARA UN PROPÓSITO PARTICULAR Y LA NO INFRACCIÓN. ADEMÁS, ASURION NO GARANTIZA QUE (A) LOS SERVICIOS CUMPLIRÁN CON SUS REQUISITOS; (B) LOS SERVICIOS ESTARÁN DISPONIBLES, A TIEMPO, ACTUALIZADOS, PRECISOS, CONFIABLES, COMPLETOS, SEGUROS O SIN ERRORES; (C) LA CALIDAD DE TODO PRODUCTO, SERVICIO, INFORMACIÓN U OTRO MATERIAL AL QUE USTED TIENE ACCESO U OBTIENE A TRAVÉS DE LOS SERVICIOS SERÁ TAL COMO SE DECLARA O CUMPLIRÁN CON SUS EXPECTATIVAS; O (D) SE CORREGIRÁ TODO ERROR EN LOS SERVICIOS. NINGÚN CONSEJO O INFORMACIÓN, YA SEA ORAL O POR ESCRITO, OBTENIDO POR USTED DE ASURION O LOS SERVICIOS CREARÁN NINGUNA DECLARACIÓN NI GARANTÍA. ADEMÁS, USTED CONFIRMA Y ACEPTA QUE ASURION NO TIENE LA OBLIGACIÓN DE RESPALDAR O MANTENER LOS SERVICIOS. USTED CONFIRMA Y ACEPTA QUE ASURION PODRÍA NO SER CAPAZ DE OFRECER LOS SERVICIOS, EN CASO DE AUSENCIA DE LAS EXENCIONES Y LIMITACIONES ANTERIORES. EN CASO DE ALGUNA FALTA DE LOS SERVICIOS PARA CUMPLIR CON CUALQUIER GARANTÍA APLICABLE, USTED PUEDE NOTIFICAR A ASURION, Y ASURION, COMO SU ÚNICO Y EXCLUSIVO RECURSO, ARBITRARÁ ESFUERZOS COMERCIALMENTE RAZONABLES PARA SATISFACER LA GARANTÍA. ASURION NO TENDRÁ NINGUNA OTRA OBLIGACIÓN DE GARANTÍA DE NINGÚN TIPO EN RELACIÓN A LOS SERVICIOS, Y TODO OTRO RECLAMO, PÉRDIDA, RESPONSABILIDAD, DAÑO, COSTO O GASTO ATRIBUIBLES A TODA FALTA DE CONFORMIDAD CON TODA GARANTÍA SERÁN SU RESPONSABILIDAD.

- 5. LIMITACIÓN DE RESPONSABILIDAD.** LAS SIGUIENTES LIMITACIONES SE LE DEBEN APLICAR A USTED AL MÁXIMO NIVEL PERMITIDO SEGÚN LA LEY CORRESPONDIENTE. ASURION NO SERÁ RESPONSABLE BAJO NINGUNA CIRCUNSTANCIA POR NINGÚN DAÑO INDIRECTO, INCIDENTAL, CONSECUENTE, ESPECIAL O EJEMPLAR QUE SURJA DE SU ACCESO O USO O INCAPACIDAD PARA ACCEDER O UTILIZAR LOS SERVICIOS O SEAN O NO PREVISIBLES DICHS DAÑOS Y HAYA SABIDO O NO ASURION ACERCA DE LA POSIBILIDAD DE DICHS DAÑOS, QUE INCLUYEN, SIN LIMITACIÓN, DAÑOS POR LA PÉRDIDA DE GANANCIAS O INGRESOS, FALTA DE TRANSMISIÓN O RECEPCIÓN DE DATOS, PÉRDIDA, USO INDEBIDO O DIVULGACIÓN DE DATOS O INFORMACIÓN CONFIDENCIAL, INTERRUPCIÓN DE NEGOCIOS, PÉRDIDA DE PRIVACIDAD, CORRUPCIÓN O PÉRDIDA DE DATOS, FALTA DE RECEPCIÓN O COPIAS DE SEGURIDAD DE SUS DATOS (O DATOS ARCHIVADOS) O TODA OTRA PÉRDIDA PECUNIARIA QUE SURJA DE LOS SERVICIOS O EN RELACIÓN A ELLOS. SIN LIMITAR LA GENERALIDAD DE LO ANTERIOR, LA RESPONSABILIDAD TOTAL DE ASURION ANTE USTED (YA SEA BASADA EN CONTRATO, NEGLIGENCIA, RESPONSABILIDAD ESTRUCTA, ESTATUTO U OTRA TEORÍA DE LA RESPONSABILIDAD) NO EXCEDERÁ EL MONTO DE LOS CARGOS PAGADOS POR USTED POR LOS SERVICIOS APLICABLES, SI LOS HAY, DURANTE LOS DOS (2) MESES INMEDIATAMENTE PREVIOS AL EVENTO QUE ORIGINÓ EL RECLAMO, O \$100.00, EL MONTO QUE SEA MAYOR. LAS LIMITACIONES MENCIONADAS ANTERIORMENTE SE APLICARÁN INCLUSO SI EL RECURSO ESTABLECIDO MÁS ARRIBA NO CUMPLE CON SU FINALIDAD FUNDAMENTAL.
- 6. ACUERDO DE ARBITRAJE.** La mayoría de Sus inquietudes acerca de los Servicios se pueden abordar contactando a Asurion por medio de TERMSOFUSE@ASURION.COM. Ante cualquier controversia con Asurion, Usted acepta contactarse primero con Nosotros e intentar resolver la controversia de manera informal.
- A. USTED Y ASURION ACEPTAN RESOLVER TODA CONTROVERSIA A TRAVÉS DEL ARBITRAJE VINCULANTE O BIEN A TRAVÉS DE UN TRIBUNAL DE PRIMERA INSTANCIA EN LUGAR DE HACERLO A TRAVÉS DE LOS TRIBUNALES DE JURISDICCIÓN GENERAL. USTED Y ASURION ACEPTAN QUE CUALQUIER ARBITRAJE TENDRÁ LUGAR ÚNICAMENTE DE FORMA INDIVIDUAL. USTED Y ASURION ACEPTAN RENUNCIAR A TODOS LOS DERECHOS A UN JUICIO CON JURADO O PARTICIPAR EN ACCIONES COLECTIVAS O EN OTROS PROCEDIMIENTOS DE REPRESENTACIÓN.** Este Acuerdo de Arbitraje ("ARB") sobrevivirá a la finalización del Acuerdo y se rige por la Ley Federal de Arbitraje. Este ARB se interpretará de manera amplia, e incluye toda controversia que Usted tenga con Asurion que surja de Su relación con Asurion o los Servicios o en relación a ellos, ya sea por contrato, agravio, estatuto, fraude, tergiversación u otro modo. Sin embargo, este ARB no le impide a Usted presentar una acción individual contra Asurion en un tribunal de primera instancia o informar acerca de Su controversia a cualquier organismo federal, provincial o local. Dichos organismos pueden procurar un resarcimiento en Su representación.
- B.** Para iniciar un arbitraje, envíe una Notificación de Demanda por escrito, por correo certificado a: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. La Notificación debe describir la controversia y el resarcimiento que se busca. En el caso de que Asurion no resuelva la controversia en el plazo de sesenta (60) días luego de recibir la Notificación, Usted podrá iniciar un proceso de arbitraje ante la Asociación Estadounidense de Arbitraje ("AAA"). Puede comunicarse con la AAA y obtener una copia gratuita de las reglas y los formularios necesarios para iniciar un procedimiento de arbitraje en www.adr.org o llamando al 1-800-778-7879. Asurion le reembolsará por el cargo administrativo que se debe pagar a la AAA, y si Usted no puede pagar dichos cargos, Asurion los pagará si Usted envía una solicitud escrita por correo certificado al Departamento Legal.
- C.** El arbitraje será administrado por la AAA de acuerdo con las Reglas de Arbitraje Comercial y los Procedimientos Suplementarios para Disputas Relacionadas con el Consumidor ("Reglas") vigentes al momento de iniciar el arbitraje y bajo las modificaciones de este ARB. El árbitro está obligado por los términos de este ARB y decidirá todos los asuntos, a excepción de que los asuntos relacionados con la exigibilidad de este ARB pueden ser decididos por un tribunal. Si Su controversia es por \$10,000 o menos, podrá iniciar un arbitraje enviando los documentos al árbitro o por teléfono. Si Su controversia es por más de \$10,000, Su derecho a las audiencias estará determinado por las Reglas. A menos que se acuerde lo contrario, toda audiencia se llevará a cabo en el condado o distrito de Su dirección postal. Asurion pagará todos los cargos de presentación, administración y los honorarios de los árbitros con respecto a todo arbitraje; excepto que el árbitro determine que Su demanda es infundada o tiene un fin inapropiado en virtud de la Regla Federal de Procedimientos Civiles 11(b). En tal caso, las Reglas rigen sobre el pago de dichos cargos u honorarios.
- D.** El árbitro emitirá su resolución, que incluye los hechos y la legislación en la que se fundamenta la resolución. Si el árbitro determina a Su favor y resuelve un laudo por daños y perjuicios que sea mayor que el valor de la última oferta de acuerdo económico realizada por Asurion o si Asurion no realizó una oferta de acuerdo económico, y el árbitro le otorga a Usted alguna indemnización, Asurion hará lo siguiente: (1) le pagaremos el monto del laudo o \$2,500, lo que sea superior; y (2) le pagaremos a Su abogado, si es el caso, los honorarios y los gastos incurridos razonablemente en el arbitraje. Si bien el derecho al pago de cargos y honorarios del abogado mencionado anteriormente es complementario a cualquier derecho que Usted pueda tener en virtud de la legislación vigente, Usted y Su abogado no podrán cobrar los cargos y honorarios del abogado por partida doble. Por el presente, Asurion renuncia a cualquier derecho que pueda tener en virtud de la legislación vigente, a cobrarle los gastos y honorarios de abogado en el caso de ganar el arbitraje.
- E.** Si Usted procura obtener una medida cautelar o declarativa, dicha medida puede ordenarse solo en el grado en que sea necesario para proporcionar el desagravio. **USTED Y ASURION ACEPTAN QUE CADA PARTE PUEDE PRESENTAR DEMANDAS CONTRA LA OTRA PARTE ÚNICAMENTE A TÍTULO PERSONAL Y NO COMO UN PROCESO PRESUNTAMENTE COLECTIVO, ARBITRAJE COLECTIVO U OTRO PROCEDIMIENTO REPRESENTATIVO.** Excepto

que medie acuerdo en contrario entre Usted y Asurion, el árbitro no podrá consolidar Su controversia con la de otra persona, como tampoco podrá arbitrar ningún tipo de proceso representativo o colectivo. Si se determina que esta disposición específica de este ARB es inaplicable, entonces la totalidad de este ARB es nula e inválida.

- 7. LIMITACIÓN DE LA DEMANDA.** A menos que se permita lo contrario según la ley correspondiente, toda demanda relacionada con los Servicios será presentado dentro del año en que ocurrieron los eventos que dieron lugar a tal demanda. En caso de no hacer valer ninguna de esas demandas durante ese período de un año, la demanda quedará revocada y bloqueada para siempre.
- 8. CONTENIDO DE TERCEROS.** Los Servicios pueden exponerlo a contenido, sitios web, productos y servicios creados o proporcionados por terceros que no son Asurion (“Contenido de terceros”). Asurion no revisa, representa ni asume ninguna responsabilidad por el contenido de terceros y no se responsabiliza por Su acceso o uso de dicho contenido de terceros. Usted accede o usa contenido de terceros bajo su propio riesgo y discreción, y entiende que este Acuerdo y la Política de Privacidad no se aplican a ese contenido de terceros.
- 9. DERECHOS DE PROPIEDAD INTELECTUAL.** Usted acepta que todos los derechos de autor, patentes, marcas comerciales, secretos comerciales y otra propiedad intelectual o derechos de propiedad asociados con los Servicios son propiedad exclusiva de Asurion, y Asurion se reserva todos los derechos no otorgados expresamente a Usted en este Acuerdo. Si envía comentarios o ideas acerca de los Servicios, incluidas las formas de mejorar los Servicios u otros productos o servicios (“Ideas”), acepta que Su envío es gratuito, no solicitado y sin restricción. No coloca a Asurion bajo ninguna obligación fiduciaria o de otro tipo y Asurion es libre de usar la Idea sin compensación para Usted o de divulgar la Idea a cualquiera sobre una base de no confidencialidad. Usted además confirma que Asurion no renuncia, mediante la aceptación de Su envío, a ningún derecho de usar ideas similares o relacionadas previamente conocidas por Asurion, o desarrolladas por sus empleados u obtenidas de fuentes ajenas a Usted.
- 10. INDEMNIZACIÓN.** Usted acepta indemnizar, defender y librar de responsabilidad a Asurion de cualquier demanda, procedimientos, pérdida, daños, obligaciones o gastos de cualquier tipo que surjan de o en relación con lo siguiente: (a) Su uso o uso indebido de los Servicios; (b) Su incumplimiento presunto o real de este Acuerdo; (c) Su infracción presunta o real de cualquier regla, ley o regulación aplicable; (d) Su negligencia o mala conducta intencional; o (e) Su infracción presunta o real de la propiedad intelectual u otros derechos de terceros. Asurion se reserva el derecho, a Su cargo, de asumir la defensa y el control exclusivos de cualquier asunto por el que se lo obliga a Usted a indemnizar, y Usted acepta cooperar en la defensa de ese asunto.
- 11. CESIÓN.** Este Acuerdo y todo derecho o licencia otorgados en virtud del presente no pueden ser transferidos o cedidos por Usted, pero pueden ser transferidos o cedidos por Asurion, sin restricción. Todo intento de transferencia o cesión en contra de esta cláusula queda anulado.
- 12. DIVISIBILIDAD Y EXENCIÓN DE OBLIGACIONES.** Si se determina que alguno de los términos de este Acuerdo no es válido o es inaplicable, ese término debe modificarse en la medida de lo posible para que sea válido o aplicable sin perder su intención y finalidad. Si no es posible realizar tal modificación, se deberá quitar el término de este Acuerdo. Toda falta de cumplimiento de un derecho o término de este Acuerdo no se considerará una renuncia a ese derecho o término.
- 13. PRECIOS, REEMBOLSOS, POLÍTICAS DE CANCELACIÓN.** Para obtener información detallada acerca de nuestros precios, reembolsos y políticas de cancelación, visite <https://www.att.com/prepaidprotection>.
- 14. FINALIZACIÓN O CAMBIO DE LOS SERVICIOS.** Nos reservamos el derecho de suspender o cancelar Su uso de los Servicios en cualquier momento y por cualquier motivo, incluido el abuso, el uso excesivo o la falta de pago de cualquier tarifa o cargo. Además nos reservamos el derecho a cambiar el alcance de los Servicios en cualquier momento y por cualquier motivo. Todo reembolso de tarifas o cargos que Nosotros acordemos pagar en tales circunstancias se limitará a las tarifas que Usted pagó en el mes anterior por los Servicios, según corresponda.
- 15. ACUERDO TOTAL Y LEY VIGENTE.** Este Acuerdo y los documentos incorporados como referencia constituyen nuestro acuerdo total con respecto a los Servicios y sustituyen todo acuerdo previo o contemporáneo. Este Acuerdo y Su relación con Asurion se regirán e interpretarán conforme a las leyes del Estado de Tennessee, sin relacionarse con disposiciones de conflictos de leyes. La aplicación de la Convención de las Naciones Unidas sobre Contratos para la Venta Internacional de Bienes queda expresamente excluida.
- 16. ALCANCE DE LOS SERVICIOS.** Los Servicios son desarrollados y proporcionados por Asurion. Los Servicios solo incluyen soporte técnico para Su Dispositivo y los sistemas operativos y las aplicaciones de software de dicho dispositivo o destinados a ser utilizados en dicho dispositivo, y soporte técnico para el uso de Su Dispositivo con otros dispositivos y servicios fabricados para ser compatibles con Su Dispositivo o para conectarse a él. Los Servicios no incluyen, entre otras cosas, (a) asistencia con software o servicios de terceros que no están relacionados con Su Dispositivo; (b) la instalación de software de terceros o controladores de fabricantes de equipos originales no compatibles con Su Dispositivo; (c) asistencia con problemas de cobertura de la red, como llamadas interrumpidas/interrupciones de datos; (d) actualizaciones por aire para sistemas operativos, firmware o cualquier software; (e) soporte de diagnóstico no relacionado con Su Dispositivo; (f) modificación del software del Fabricante del equipo original (“OEM”, por sus siglas en inglés); (g) instalación y reparación de

hardware y equipo; (h) instalación de aplicaciones no sancionadas; (i) migración de datos entre Dispositivos; (j) asistencia con hardware o equipos específicos de la industria de software de nivel empresarial.

- 17. DISPONIBILIDAD DE LOS SERVICIOS.** Asurion ofrece sus Servicios para todos los Dispositivos aplicables, según el acuerdo con Su operador, y sus respectivos usuarios entre las 8:00 a. m. y la medianoche, hora del Este (ET) (de lunes a viernes) y de 10:00 a. m. a 10:00 p. m., ET (sábados y domingos). Los Servicios estarán disponibles para Usted durante el plazo de Su plan aplicable con Su operador. Para utilizar los Servicios, se puede solicitar a Usted o a la persona que busca el servicio en nombre de Su compañía que proporcione información de identificación, que incluye si dicho usuario es propietario, miembro, socio, director, gerente, empleado o agente de Su compañía. Es posible que Usted pueda acceder a los Servicios llamando al 1-866-727-1998.
- 18. ESFUERZOS COMERCIALMENTE RAZONABLES Y PROBLEMAS TÉCNICOS.** Nosotros realizaremos los esfuerzos razonables comercialmente para proporcionarle los Servicios. Esto significa que si no podemos resolver el problema relacionado con Su Dispositivo después de realizar esfuerzos comercialmente razonables, tenemos el derecho y la entera discreción de negarnos a tomar medidas adicionales para resolverlo. Además, en algunos casos, podemos tener información limitada de proveedores, fabricantes y desarrolladores, y es posible que no tengamos la capacidad de obtener la información patentada u otra información necesaria para resolver el problema relacionado con Su Dispositivo. Algunos problemas técnicos que Usted encuentre al usar Su Dispositivo pueden ser el resultado de errores de software o hardware aún no resueltos por los proveedores, fabricantes o desarrolladores de hardware o software, en cuyo caso es posible que Nosotros no podamos resolver Su problema específico. En estas circunstancias, Usted sigue teniendo la responsabilidad de pagarnos toda tarifa o cargo asociado con los Servicios.
- 19. DECLARACIONES Y AUTORIZACIONES.** Al buscar los Servicios, Usted nos declara que Usted es el propietario o el usuario autorizado del Dispositivo en cuestión, así como de todo software en el Dispositivo y todo dispositivo conectado al Dispositivo. Nos reservamos el derecho de negarnos a prestarle los Servicios si determinamos que Usted no es el propietario o el usuario autorizado del Dispositivo o software. Al buscar los Servicios, Usted (a) consiente expresamente que el personal de soporte técnico acceda de forma remota a su Dispositivo y a los datos que contiene a través del uso de software u otros medios, y (b) nos autoriza a realizar cambios en Su Dispositivo, software o dispositivo, en la medida necesaria para prestar los Servicios, y confirma y acepta que dichos cambios pueden ser permanentes e irreversibles.
- 20. ACCESO REMOTO.** Para recibir los Servicios, se le puede solicitar que descargue o ejecute ciertas aplicaciones de software (“Software”) en Su Dispositivo o cualquier dispositivo conectado o utilizado en conexión con Su Dispositivo. El Software puede incluir herramientas que nos permiten acceder de forma remota a Su Dispositivo a través de Nuestras plataformas de Software o las plataformas de nuestros proveedores externos, y podemos acceder a todo dispositivo conectado a Su Dispositivo, así como al contenido presente en él. Es posible que se le solicite que cierre u “oculte” cierto contenido antes de permitirnos el acceso remoto. Usted acepta cumplir con los términos y las condiciones aplicables al Software, y en caso de conflicto entre dichos términos y condiciones y este Acuerdo, los términos y las condiciones específicos del Software se aplicarán al Software. Tiene prohibido y acepta no alterar ni copiar el Software ni ningún otro material que se le haya proporcionado como resultado de Su uso de los Servicios.
- 21. COPIA DE SEGURIDAD.** Es Su responsabilidad hacer una copia de seguridad del software y los datos almacenados en Su Dispositivo u otros dispositivos fabricados para ser compatibles con Su Dispositivo o destinados a ser conectados a él, y Nosotros no seremos responsables de ninguna pérdida, alteración o corrupción de software, datos o archivos. Nosotros podemos negarnos a prestarle los Servicios si determinamos que Usted no tomó las medidas de copia de seguridad correspondientes.

END USER LICENSE AGREEMENT FOR ALL AT&T PROTECH APPLICATIONS

Update effective March 31, 2023

PLEASE READ THE END USER LICENSE AGREEMENT (“EULA”) FOR ALL AT&T PROTECH APPLICATIONS CAREFULLY AND COMPLETELY. THE EULA IS A LEGAL CONTRACT BETWEEN YOU AND ASURION THAT GOVERNS YOUR USE OF ANY AND ALL AT&T PROTECH APPLICATIONS DOWNLOADED BY YOU NOW OR IN THE FUTURE (THE “APPLICATIONS”). THE EULA LIMITS OUR LIABILITY TO YOU AND REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION RATHER THAN THROUGH JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, INCLUDING OUR COLLECTION OF CERTAIN CATEGORIES OF DATA DISCUSSED IN THE EULA BELOW, DO NOT DOWNLOAD, CLICK-TO-ACCEPT, AND/OR USE THE APPLICATIONS. PLEASE CONTACT US AT APPTERMSOFSERVICE@ASURION.COM WITH QUESTIONS REGARDING THE EULA OR THE APPLICATIONS.

1. **DEFINITIONS.** In the EULA: (a) “Asurion,” “We,” “Our” and “Us” mean Asurion Mobile Applications, LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) “Applications” means any and all applications developed and provided by Asurion and downloaded by You as part of Your AT&T ProTech plan, which includes 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” does not include any applications developed and provided by any third parties; (c) “You” and “Your” mean an individual who downloads or uses the Applications and any person or entity represented by that individual; and (d) “AT&T” means AT&T Mobility, LLC, and its parents, subsidiaries, affiliates, agents, employees, successors, and assigns.
2. **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.
3. **LICENSE.** Subject to the EULA, 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.
4. **FUNCTIONS.** The Applications include several functions, and Your ability to access those functions depends upon Your mobile device and Your agreement with Us and/or AT&T. We do not warrant that the Applications will be compatible with or operable on Your mobile 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 mobile device must be powered on and within Your mobile 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 mobile device.
5. **DATA-USAGE CHARGES.** You acknowledge and agree that You may incur data usage or other fees or charges by downloading or using any of the Applications. 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 Applications.
6. **PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address 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 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 mobile device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.
7. **COMMUNICATIONS.** You agree to receive electronic communications from Us and AT&T 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 and AT&T related to Your mobile 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.
8. **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 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.

9. 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 it; (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.
10. PRIVACY & SECURITY. Our Privacy Policy is available for review in the Applications and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. AT&T's Privacy Policy is available here: https://about.att.com/privacy/full_privacy_policy.html and explains AT&T's policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. Read both Privacy Policies carefully and completely. Our Privacy Policy is incorporated by reference into the EULA, and by using the Applications, You consent to the collection, use and disclosure of Your information, as described in those Policies. Since Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk.
11. 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 partner of Asurion. There may be limitations on the size of each video and on the total size of photos and videos that can be backed up and secured. The Application will scan Your mobile device in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage operation. This operation requires Asurion to collect information related to Your files, Your mobile device configuration and specification, and Your mobile device usage. Such Applications may allow You to use Your mobile device to share Your photos and videos with third parties who have access to such Applications. This function, if available, requires Asurion to make and distribute a copy of the photo or video selected to such third party, and will only be utilized with Your knowledge and authorization. You give Asurion permission to access, collect, and store Your photos and videos, to transmit all photos and videos to the remote data center operated by Asurion or an affiliate or partner of Asurion, and to transmit photos and/or videos to a third party upon Your request. If You use those functions, You may incur data charges. Asurion assumes no duties related to Your photos and videos, including any duty to preserve or monitor such files. Asurion reserves the right to restrict or limit the ability to store or backup Your photos and videos and to delete Your photos and videos at any time, for any reason and without notice or liability to You.
12. DATA COLLECTION AND USE. Some or all of the Applications and Your use of some or all of the Applications and their functions may collect and convey certain data and information about Your mobile device, including without limitation telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Such data may be conveyed to an AT&T ProTech support representative during Your contact with such representative through the Applications, including during any remote access of Your mobile device by such representative, which function will only be utilized with Your knowledge and authorization. Your use of any services provided to You by an AT&T ProTech support representative through any of the Applications is also governed by the AT&T ProTech Support Terms of Service. Except for any backup features of the Applications described above, the Applications do not collect personal information, including but not limited to, Your contacts, photos, or videos. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion Privacy Policy, which is available for review in the Applications. Device data collection can be turned on or off by You at any time within the settings of the Applications.
13. DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. ASURION AND AT&T DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE 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 AND AT&T MAKE NO WARRANTY THAT (A) THE APPLICATIONS WILL MEET YOUR REQUIREMENTS; (B) THE APPLICATIONS WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATIONS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ERRORS IN THE APPLICATIONS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION, THE APPLICATIONS OR AT&T SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION OR AT&T HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATIONS. YOU ACKNOWLEDGE AND AGREE THAT ASURION AND AT&T MIGHT NOT BE ABLE TO OFFER THE APPLICATIONS AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS. IN THE EVENT OF ANY FAILURE OF ANY OF THE APPLICATIONS TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND WE WILL, AS YOUR

SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION OR AT&T WILL NOT HAVE OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATIONS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

14. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION OR AT&T 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 ANY OF THE APPLICATIONS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION OR AT&T 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 ANY OF THE APPLICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION AND AT&T'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 ANY OF THE APPLICATIONS, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$50.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
15. **ARBITRATION AGREEMENT.** Most of Your concerns about the Applications can be addressed by contacting Us at 866-862-3397 or apptermsofservice@asurion.com. For any dispute with Asurion, You agree to first contact Us and attempt to resolve the dispute with Us informally. In the event We cannot resolve any disputes with You, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.
- a) **General Information.** This Arbitration Agreement ("A.A.") shall survive the termination of the EULA and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to Your relationship with Us or PP, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- b) **How to Initiate Arbitration.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request.
- c) **Rules & Fees.** The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules") in effect at the time the arbitration is started and as modified by this A.A. The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.
- d) **Decision & Award.** 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 Our last settlement offer or if We made no settlement offer, and the arbitrator awards You any damages, We will: (1) pay You the amount of the award or \$1,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. We hereby waive any right We may have under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration.
- e) **No Representative Proceedings.** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with another person's dispute and may not preside over any form of representative proceeding. If this specific provision of the A.A. is found to be unenforceable, then the entirety of this A.A. is null and void.

16. CLAIM LIMITATION. Any claim related to the Applications shall be brought within one year of the events giving rise to the claim. Failure to assert a claim during that one-year period results in it being forever waived and barred.
17. THIRD-PARTY SOFTWARE & CONTENT. Some or all of the Applications may include open source or third-party software, and Your use of the Applications is subject to any licenses or agreements governing that software. The Applications may expose You to content, websites, products and services created or provided by third-parties (“content”). We do not review, endorse or assume any responsibility for that content, and Your access or use of it is at Your own risk and discretion, and You understand that the EULA and Privacy Policy do not apply to that third-party content.
18. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Applications are Our exclusive property, and all such rights not expressly granted to You in the EULA are hereby reserved and retained by Us. If You submit comments or ideas about the Applications, including ways to improve it or other products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas to anyone on a non-confidential basis. You further acknowledge that We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.
19. 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 relating to Your use of the Applications. We reserve the right, at Your expense, to assume control of any matter which You are required to defend or indemnify, and You agree to cooperate in that defense.
20. TERMINATION OR CHANGE OF THE APPLICATIONS. We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the 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 Applications at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Applications as applicable.
21. ASSIGNMENT. The EULA and any rights granted thereunder may not be transferred or assigned by You, but may be transferred or assigned by Us, without restriction.
22. SEVERABILITY & WAIVER. If any term of the EULA is found to be unenforceable, it should be modified to the extent possible to make it enforceable without losing its intent and purpose. If no such modification is possible, it should be severed from the EULA. Any failure to enforce a term of the EULA shall not be deemed a waiver of that term.
23. AT&T/THIRD PARTY BENEFICIARIES. AT&T, and AT&T’s subsidiaries, are third party beneficiaries of the EULA, and AT&T has the right (and is deemed to have accepted the right) to enforce the EULA against You as a third party beneficiary thereof. Except as otherwise provided, nothing in the EULA is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. (a) Disputes with AT&T. Notwithstanding the foregoing, disputes between You and AT&T are not governed by the A.A. Those disputes are, instead, governed by the arbitration clause of Your applicable AT&T wireless service agreement at att.com/wirelesslegal, as amended from time to time, and incorporated herein by reference. (b) AT&T Privacy Policy and Acceptable Use Policy. By using the Applications, you agree to the AT&T Privacy Policy and Acceptable Use Policy. (c) AT&T Marks. AT&T retains all rights, interests and titles to all AT&T logos, trademarks, design marks, slogans, product and service names, and any derivations thereof (the “AT&T Marks”). You are not authorized to use the AT&T Marks in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T, as applicable, which may be withheld for any or no reason. These obligations survive the termination of this Agreement.
24. ENTIRE AGREEMENT & GOVERNING LAW. The EULA and documents incorporated by reference constitute the entire agreement between us with respect to the Applications. The EULA shall be governed by 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.

[ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE](#)

The following additional terms and conditions apply to You if You downloaded the Applications from the Apple App Store (“iTunes-Sourced Software”). You acknowledge and agree that the EULA is between You and Asurion only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable

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