

## SMART HOME CONSULTATION TERMS OF SERVICE

This Agreement governs your use of the Smart Home Consultation Service ("Services").

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND ASURION. SPRINT IS NOT A PARTY TO THIS CONTRACT. THIS AGREEMENT LIMITS THE LIABILITY OF ASURION TO YOU AND CONTAINS AN ARBITRATION PROVISION REQUIRING DISPUTES TO EXCLUSIVELY GO TO ARBITRATION, AND IT ALSO CONTAINS A WAIVER TO ANY JURY TRIAL AND CLASS ACTIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES. CONTACT US AT TERMSOFUSE@ASURION.COM FOR INFORMATION ABOUT THE SERVICES.**

**1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" mean Asurion Protection Services, LLC and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and any person or entity represented by that individual.

**2. COMMUNICATIONS.** You agree to receive electronic communications from Us related to the Services.

**3. AVAILABILITY & SCOPE OF SERVICES.** The Services are available by appointment only. The Services are developed and provided by Asurion, not by Sprint. Home consultation experts will, upon request, be dispatched to Your home (provided that the home is located within one of the approved zip codes) or provide a remote consultation to evaluate what connected or "smart" products You have, understand Your technology needs and make recommendations to address those technology needs. Specifically, the consultation will be performed by an expert who may review Your current smart products, demonstrate other smart products available in the marketplace and advise You on future smart product purchase decisions that may meet certain technology needs. You must make the smart products intended for assessment/consultation in the home accessible to the expert, and provide a safe, non-threatening environment for the expert to conduct the consultation. As part of the consultation, the expert may need to connect to Your Wi-Fi to assess signal strength. The expert will not be responsible for dismantling or physical installation of equipment. Someone at least 18 years of age must be present at all times while the expert is in the customer's home and during the time that the assessment/consultation is performed. Following completion of the assessment/consultation, the expert will provide You a follow up email with product recommendations.

If You need to reschedule the date for Your assessment/consultation, You must give us at least 24-hours advance notice

**4. PRIVACY.** This is our [Privacy Policy](#), it 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.

**5. DISCLAIMER OF WARRANTIES.** YOU, CUSTOMER, ACKNOWLEDGE AND AGREE THAT THE CONSULTATION AND ASSESSMENT SERVICES (THE "SERVICES") ARE PROVIDED ON AN "AS IS" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ASURION DOES NOT ENDORSE ANY PRODUCTS RECOMMENDED IN THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR

SOLE RESPONSIBILITY.

**6. LIMITATION OF LIABILITY.** LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 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 OR \$150.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**7. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) or by contacting Us at 800-584-3666. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

**A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, 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](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.

**C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this ARB AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.

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

attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.

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

**8. 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 a claim in that time period results in the claim being forever waived and barred.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**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.

**15. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement and 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.