

Yahoo Plus Protect Home

Terms Of Service



Effective September 23, 2024

YAHOO PLUS PROTECT HOME TECHNICAL SUPPORT TERMS OF SERVICE

This Terms of Service Agreement (“Agreement”) for the Yahoo Plus Protect Home technical support (the “Services”) governs your use of the Services.

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

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

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

- 1. DEFINITIONS.** In this Agreement: (a) the words «Asurion» and «Our» and «Us» and “We” mean Asurion Protection Services and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a person who uses the Services and any person or entity represented by that individual; and (c) the word “Device(s)” means those eligible devices with operating systems Android 4.2+ and iOS 9.0+, and any additional devices as updated in Asurion’s sole discretion.
- 2. PRIVACY NOTICE & PASSWORDS.** You acknowledge that when You utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about Your Devices and/or about Your access or use of the Services. You also may be required to provide certain information about yourself as a condition to using the Services and the Services may provide You with opportunities to share information about yourself with others. All information we collect through or in connection with the Services is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.
- 3. DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services.
- 4. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices, and where applicable pursuant to Your carrier agreement and the respective users thereof, twenty-four hours a day, seven days a week. Where applicable, the Services will be available to You for the term of Your applicable plan with Your carrier. Where applicable, an individual seeking to use the Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 844-810-6444.
- 5. DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN «AS IS» AND «AS AVAILABLE» BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE 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.
- 6. LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY

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

- 7. ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at TERMSOFUSE@ASURION.COM. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.
- A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.
- B.** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37222. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
- C.** The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this ARB AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- D.** The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.
- E.** If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
- 8. CLASS ACTION WAIVER.** In furtherance of the ARB, any Claim arising out of or post cancelation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Class Action Waiver shall expressly survive cancelation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.** If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
- 9. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

- 10. THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion («third-party content»). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Notice do not apply to that third-party content.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
- 16. 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.
- 17. GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Services are appropriate or available for use outside of the United States. We cannot guarantee that the Services are compliant with any laws outside of the United States.
- 18. SCOPE OF THE SERVICES.** The Services are available for Devices in your immediate household that are covered under the Plan and/or that can connect to your wireless network ("Supported Products"), subject to the exclusions described in the "Scope of the Services" below and other exclusions as decided by Yahoo Inc. in its sole discretion. Data usage charges may apply to the Services. In some circumstances, you may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and you are responsible for the cost of that equipment or software. The Services are available for devices in your immediate household that are covered under the Plan and/or that can connect to your wireless network ("Supported Products"), subject to the exclusions described in the "Scope of the Services" below and other exclusions as decided by Yahoo Inc. in its sole discretion. Data usage charges may apply to the Services. In some circumstances, you may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and you are responsible for the cost of that equipment or software. The Services include: (a) technical support for your Supported Products (as defined in the Plan) and the operating systems and software applications on them; and (b) technical support for the use of your Supported Products with other devices and services manufactured to be compatible with your Supported Products or intended to be connected to them (excluding any Verizon-branded or provided home router or audio/video streaming device).
- The Services do not include: (a) activation of your wireless devices; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) facilitating or activating over-the-air updates to operating systems, firmware, or other software on your behalf; (d) diagnostic support unrelated to your Supported Products; (e) modification of Original Equipment Manufacturer ("OEM") software; (f) installation of third-party software or OEM drivers not supported by the Supported Products; (g) repair of broken or defective computers, peripherals or home or wireless routers, modems or networks; (h) installation of non-sanctioned applications; (i) data migration from computer device to computer device; (j) assistance with any Verizon-branded or provided home router or audio/video streaming device; or (k) assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices.

The Services do not include: (a) activation of your wireless devices; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) facilitating or activating over-the-air updates to operating systems, firmware, or other software on your behalf; (d) diagnostic support unrelated to your Supported Products; (e) modification of Original Equipment Manufacturer (“OEM”) software; (f) installation of third-party software or OEM drivers not supported by the Supported Products; (g) repair of broken or defective computers, peripherals or home or wireless routers, modems or networks; (h) installation of non-sanctioned applications; (i) data migration from computer device to computer device; (j) assistance with any Verizon-branded or provided home router or audio/video streaming device; or (k) assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices

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 represent to Us that any information or data disclosed to Asurion is not confidential or proprietary to You or any third party. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

20. MISUSE. You shall not misuse the Services, including, without limitation, using the Services in any manner that: (a) interferes with or interrupts the Services or any hardware, software, system or network connected with the Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another’s privacy rights; (c) uses the Asurion Services on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement any workaround to any copy protection, rights management, or security features in or protecting the Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Services.

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

22. COMMUNICATIONS. You agree to receive electronic communications from Us related to Your use of the Services (“Core Communications”), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device (“Non-Core Communications”), and You can opt out of receiving those Non-Core Communications by following the “unsubscribe” instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.

23. 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.

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

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

Asurion® and its logos are the trademarks of Asurion, LLC. All rights reserved. All other trademarks, service marks, and product brands that appear in the app are not owned by Asurion and are the property of their respective owners. Asurion is not affiliated with, sponsored by, or endorsed by the respective owners of the other trademarks, service marks and/or product brands.

Yahoo Plus Protect Home

Terms Of Service



Effective March 17, 2020

YAHOO PLUS PROTECT HOME TECHNICAL SUPPORT TERMS OF SERVICE

Your use of the Yahoo Plus Protect Home Plan (hereinafter, the “Plan”) is subject to the Yahoo Plus Protect Home Technical Support Terms of Service described below (hereinafter, “Services”); your use is also subject to the Yahoo Terms of Service, which is available at <https://legal.yahoo.com/us/en/yahoo/terms/otos/index.html>. Please read both the Yahoo Plus Protect Home Technical Support Terms of Service and the Yahoo Terms of Service carefully, and do not use the Services if you disagree with them. Additional information about the Services is available at <http://subscriptions.yahoo.com/products/yahoo-plus-tech>. ADDITIONALLY, ANY DISPUTES UNDER THIS TERMS OF SERVICE SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN THE YAHOO TERMS OF SERVICE, WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND YAHOO INC. BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS TERMS OF SERVICE ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.

Supported Devices & Use of Services. The Services are available for devices in your immediate household that are covered under the Plan and/or that can connect to your wireless network (“Supported Products”), subject to the exclusions described in the “Scope of the Services” below and other exclusions as decided by Yahoo Inc. in its sole discretion. Data usage charges may apply to the Services. In some circumstances, you may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and you are responsible for the cost of that equipment or software. The Services may also include one (1) in-home visit per 12-month period (“Visits”) by a Connected Home Expert (“Expert”). You need not consent to a Visit in order to utilize the benefits of the Plan or the Services. See below for Scope of Services and Visits.

Scope of the Services. The Services include: (a) technical support for your Supported Products (as defined in the Plan) and the operating systems and software applications on them; (b) technical support for the use of your Supported Products with other devices and services manufactured to be compatible with your Supported Products or intended to be connected to them (excluding any Verizon-branded or provided home router or audio/video streaming device); and (c) one (1) optional in-home visit per 12-month period by an Expert as further described below.

The Services do not include: (a) activation of your wireless devices; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) facilitating or activating over-the-air updates to operating systems, firmware, or other software on your behalf; (d) diagnostic support unrelated to your Supported Products; (e) modification of Original Equipment Manufacturer (“OEM”) software; (f) installation of third-party software or OEM drivers not supported by the Supported Products; (g) repair of broken or defective computers, peripherals or home or wireless routers, modems or networks; (h) installation of non-sanctioned applications; (i) data migration from computer device to computer device; (j) assistance with any Verizon-branded or provided home router or audio/video streaming device; or (k) assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices.

Scope of Visits. The Visits will only be performed upon your request and consent, and they are optional. Prior to scheduling a Visit, Asurion may require that the services described below first be performed via a live voice or messaging session.

The Visits will be conducted in your home for the purpose of: 1) troubleshooting home technology issues; 2) assistance with product set-up and configuration, including establishing streaming services, whole home data back-up, connecting “smart” home products, and parental controls; 3) device data security and privacy assessment; 4) password and storage management; 5) WiFi and network evaluations including configuration and support for covered connected devices; 6) technology product purchase guidance; or 7) assistance filing a claim under the Plan. Visits may also include reviewing new products and/or services available in the marketplace that might meet your technology needs. Assistance with product set-up and configuration shall not include the installation of any Supported Product in any furniture or fixed infrastructures, including but not limited to cabinetry or walls. Notwithstanding the above, in home trouble shooting and assistance shall exclude assistance with any Verizon-branded or provided home router or audio/video streaming device. Asurion makes no representations about the quality, functionality or suitability of products or services that its Experts recommend. Asurion is not liable for any decision you make to purchase any products or services unrelated to the Plan. You should review each product or service carefully to ensure it meets your needs prior to purchase.

Visits may include some or all of the above services but will be limited in time to approximately one (1) hour in duration. If the Visit requires more time, an Expert may choose to extend the stay, but will not be obligated to do so. Experts will use commercially reasonable efforts during the Visits to perform the above services. If the Expert is unable to resolve your issue after making commercially reasonable efforts, they have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, the Expert may have limited information from vendors, manufacturers and developers, and they may not have the ability to obtain the proprietary or other information required to resolve your issue. Some technical issues that you encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case the Expert may not be able to resolve your issue.

Visits will be scheduled by calling (844) 810-6444. If you need to reschedule the date of your Visit, you must give us at least 24-hours advanced notice. If you do not provide that notice, we reserve the right to cancel the visit and not reschedule.

Someone at least 18 years of age must be present at all times while the Expert is in your home and throughout the duration of the Visit.

You must make the products or devices intended for assessment/consultation in your home by the Expert accessible, and provide a safe, non-threatening environment for the Expert to conduct the Visit. Upon completion of the Visit, the Expert may provide you with contact information and a follow-up email with new product recommendations.

As part of the Visit, the Expert will not be responsible for dismantling or physical installation of any products or equipment. The Expert will also not be responsible for conducting any repairs or physical triage of a product or device that may involve specific tools or a unique work environment for your safety and the safety of the Expert.

Backup of Software and Data. You are responsible for backing-up the software or data stored on your Supported Products and other devices included in the Services. Yahoo Inc. is not responsible for any loss, alteration or corruption of any software or data, and we may decline to provide Services to you if it is determined that you have not taken appropriate back-up measures.

Remote Access Applications. To receive Services, you may be required to run certain software applications on your Supported Products and other devices included in the Services (“Software”). The Software may include tools that allow the Experts to remotely access your Supported Products or devices and any content stored thereon. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and this Yahoo Plus Protect Home Technical Support Terms of Service and the Yahoo Terms of Service, the Software-specific terms control with regard to the Software only. You acknowledge and agree that you will not copy or modify the Software or any other materials provided to you in connection with the Services.

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(EFFECTIVE MARCH 17, 2020)