

ASURION APPLIANCE REPAIR TERMS OF SERVICE

Last updated: July 26, 2021

These Terms of Service apply generally to all appliance repair services (the "Services") (collectively, the "Agreement") and govern your use of the Services and the Website (as defined below).

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY AGREEING 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.

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 Appliance Repair, LLC, and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person or business who uses the Services and any person or entity represented by that individual; (c) the word "Appliance(s)" means the eligible appliance on which you instruct us to carry out the Services. An Appliance's eligibility to receive the Services is in Asurion's sole discretion; and (d) the word "Website" means www.asurion.com/appliance-repair.

2. PRIVACY POLICY. You acknowledge that when You visit the Website, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about You and Your Appliance and/or about Your access or use of the Website. You also may be required to provide certain information about You, Your Appliance, Your address and a description of the geographic and physical location where the Services are to be performed by Asurion as a condition to receiving the Services. All information we collect through or in connection with the Services is subject to our Privacy Policy which is available at <https://www.asurion.com/privacy-policy/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. 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.

3. REPRESENTATIONS & AUTHORIZATIONS. When seeking the Services, You represent to Us that You are the owner and/or have the authority to consent to a repair of the Appliance at issue. 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 Appliance 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 inspection and repair of the Appliance, and (b) authorize Us to repair and otherwise effect changes to Your Appliance to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

4. ELIGIBILITY FOR SERVICES. Service eligibility and initiation of the Services is subject to: (a) a visual and physical inspection of the Appliance to Service; (b) confirmation that the Appliance is located at the address for which Service was scheduled that is within the defined geographic area for Service ("Service Location"); (c) confirmation that the Appliance is eligible, accessible and serviceable subject to Asurion's service eligibility criteria which is determined at Asurion's sole discretion; (d) confirmation that no modifications to the Appliance exist that would make the Appliance ineligible or unsafe for the performance of Services. Subject to Our sole discretion, We determine eligibility during the initial scheduling process and confirm eligibility in accordance with the requirements of this Section 4 at the designated Service Location.

5. ELIGIBLE SERVICE LOCATIONS. When You schedule Service, the location of the Service is determined by You subject to

the availability of the Services in Your geographic location, and subject to the eligibility requirements set forth in Section 4 of this Agreement. We reserve the right cancel or refuse Services if We determine the Service Location is cost prohibitive for Our service technicians to travel to in order to perform the Services.

6. SCOPE OF THE SERVICES. The Services are provided by Asurion. The Services only include repair of Your Appliance and, if applicable, the operating systems and software applications either thereon or intended to be used thereon. The Services are not being provided as part of the original manufacturer's warranty. The Services may use new or refurbished parts, may contain original or non-original manufacturer parts, and may void the manufacturer's warranty.

7. CHARGES AND PAYMENT FOR DIAGNOSIS AND SERVICES. You acknowledge and agree that you have been provided, either orally or in writing, the following: (i) the amount of the diagnostic fee, and (ii) if possible, an estimate for the cost of the Services, based on parts and labor required to perform the Services, which is subject to change. You acknowledge and agree that You will only be charged the diagnostic fee in the event You elect not to proceed with the Services following the in-person diagnosis or at any point before the Services are completed. You further acknowledge and agree that Your acceptance of this Agreement and Your subsequent oral or written consent to the performance of Services under this Agreement constitutes the acceptance of a valid offer by Us to You to purchase the Services. In the event that We discover, during the performance of the Services, that additional parts or labor are required, We will provide an updated estimate, either orally or in writing, and obtain Your oral or written consent before continuing and/or completing the Services. If You elect not proceed with the Services following any update to the estimate after the Services have been commenced, Your Appliance will be returned to the state it was in before the Services commenced, including the removal of any parts We provided, and You will be charged the diagnostic fee. You agree that You are bound by Your acceptance of this Agreement and Your oral or written consent to the Services, and You further agree to provide payment for either: (i) the diagnostic fee if the Services are not commenced or completed, or (ii) for the Services once the Services have been completed.

8. LIMITED WARRANTY. The repairs and parts used in the Services will be warranted for a period of sixty (60) days from the date the Services were completed (the "Limited Warranty"). This Limited Warranty does not provide coverage for Appliances which have been subjected to abuse, misuse, exposure to moisture or water outside of the manufacturer's intended use, damage due to external causes or an Act of God, normal wear and tear which does not affect the original manufacturer's intended use, battery leakage or damage resulting from battery leakage. This Limited Warranty is non-transferable and does not apply to Appliances on which the serial number has been altered, defaced or is missing.

If the same issue for which the Services were provided recurs within the sixty (60) day Limited Warranty period, please call us toll free at 866-431-8689 and press option 2. If we determine that there was a defect in the part(s) or repairs used in performing the Services, we will repair your Appliance at no additional cost. This Limited Warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Any implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose or use, shall be limited to the duration of this Limited Warranty; otherwise the repair as provided under this Limited Warranty is the exclusive remedy. To the full extent permitted by law, in no event shall we be liable, whether in contract or tort, including negligence, for any indirect, incidental, special or consequential damages of any kind, or loss of revenue or profits, loss of business, or other financial loss arising out of or in connection with the ability or inability to use the repaired Appliance.

9. DISCLAIMER OF ALL OTHER WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND WEBSITE 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 AND WEBSITE, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES OR WEBSITE WILL MEET YOUR REQUIREMENTS; OR (B) THE SERVICES OR WEBSITE WILL BE AVAILABLE, TIMELY, RELIABLE, COMPLETE, SECURE OR ERROR-FREE. EXCEPT AS PROVIDED IN THIS AGREEMENT, 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 ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES OR WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES OR WEBSITE AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER

WITH RESPECT TO THE SERVICES OR WEBSITE EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

10. 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, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

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

B. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.

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

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

E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL**

CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING. Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

12. CLASS ACTION WAIVER. In furtherance of Section 11.A. of this Agreement, any claim arising out of this Agreement or the Services must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 12 shall expressly survive cancellation 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.

13. 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.

14. THIRD-PARTY CONTENT. Your use of the Website 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 Policy do not apply to that third-party content.

15. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Website and 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 Website or the Services, including ways to improve the Website 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.

16. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services or Website; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; or (d) Your negligence or willful misconduct. 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.

17. MISUSE. You shall not misuse the Services or Website, 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 an Appliance without permission; (d) tampers with or makes unauthorized access to Our Website or materials or 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 Website or any other computer software

or hardware; (f) removes, disables, circumvents, or otherwise creates or implements any workaround to any copy protection, rights management, or security features in or protecting the Website; or (g) uses any robot, spider, or other automatic device, process, or means to use the Website.

18. 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.

19. 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.

20. 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.

21. SERVICES EXCLUSIONS. The Services do not include, among other things, (a) repairs for Appliances on which the serial number has been altered, defaced or is missing ; (b) diagnostic support not related to Your Appliance; (c) repairs for Appliances that are not accessible or serviceable, as determined in Asurion's sole discretion; (d) removal or reinstallation of any cabinetry or other work required to access the Appliance and provide the Services; or (e) modification of Original Equipment Manufacturer ("OEM") software, if applicable.

22. BACK-UP. If applicable, it is Your responsibility to back-up any software and data that is stored on Your Appliance, and We shall not be responsible for any loss, alteration, or corruption of any hardware, software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You regardless of the cause of any such loss or damage. You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs.

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