

Asurion Phone Care™

To view the Terms and Conditions, please visit
www.asurion.com/phonecareterms

asurion

Asurion Phone Care™ Terms and Conditions

Summary of Key Terms and Conditions

Asurion Phone Care™ is sold through uBreakiFix Repair Parts, Co. (“ubreakifix”) and is a combination of insurance, a service contract, and tech support. Asurion Phone Care Insurance is underwritten by Continental Casualty Company, a CNA company (CNA), Chicago, IL, and administered by Asurion Protection Services, LLC, (in Iowa, Lic. #1001002300, in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161, in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), a licensed agent of CNA. Asurion Phone Care Service Contract is provided by Asurion Warranty Protection Services, LLC or one of its affiliates. Asurion Phone Care includes the cost of insurance provided in the program.

Program Details	
Monthly Charge	\$12.99/per month, per device. ¹ Includes Insurance, Service Contract, and Tech Support. This contract continues to renew monthly until canceled.
Insurance Replacement Deductible	Tier A: \$129; Tier B: \$199
Service Contract Service Fee for All Repairs	\$29
All Damage/ Out-of-Warranty Malfunction Replacements	\$99
Covered Incidents/ Perils	Insurance: Loss, theft, and physical damage (excluding ADH). Service Contract: Accidental Damage from Handling and mechanical or electrical failure of the covered product after the original manufacturer’s warranty expires caused by: (i) defects in materials and/or workmanship; or (ii) power surge; or (iii) dust, heat or humidity; or (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use (“ADH”).

¹ The monthly charge includes the cost of insurance sold separately for up to \$5. All applicable taxes and surcharges extra.

Program Details	
Claim Limits	Insurance: Three claims within any consecutive 12-month period with a maximum replacement value of \$3,500 per claim. Service Contract: No limit on claims for Accidental Damage from Handling or mechanical and electrical failure with a maximum replacement value of \$3,500 per claim.
Replacement Equipment	Claims may be fulfilled with new, refurbished, or remanufactured equipment. A comparable model of like kind and quality may be substituted. Color, features, and accessory compatibility are not guaranteed.
Covered Equipment	Includes the wireless phone and accessories similar to what is contained inside the original packaging of the wireless device when part of a covered loss.
Cancel Policy	You may cancel your optional coverage at any time for a prorated refund.
Arbitration	The Terms and Conditions of the device protection products contain binding Arbitration Agreements.
Limitations and Exclusions	The terms and conditions contain limitations and exclusions. For example, intentional damage, cosmetic damage, and device failures due to faulty parts or workmanship are excluded. Complete exclusions and limitations can be found in the complete terms and conditions below.

Additional limitations

Limitations:

- Three insurance claims within any consecutive 12-month period with a maximum replacement value of \$3,500 per claim. Unlimited service contract claims for Accidental Damage from Handling or mechanical and electrical failure with a maximum replacement value of \$3,500.
- Claims may be fulfilled with new, refurbished, or remanufactured equipment. A comparable model of like kind and quality may be substituted. Color, features, and accessory compatibility are not guaranteed.

Enrollment procedure

How to Enroll:

- To enroll, please see a sales rep.
- Enrollment is available for customers with active service from an eligible carrier. For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. If your carrier changes, you may no longer be eligible for coverage. We may require you to verify your device by providing your IMEI, a test call/SMS, downloading an application, or bringing in the device for inspection

Replacement process

Filing a Claim:

- If lost or stolen, call your wireless service provider to suspend your wireless service.
- Call Asurion at 844-751-4217 to file your claim within 60 days of the incident.
- You may be required to pay a nonrefundable deductible or service fee per approved claim. For a complete and current list of devices with associated deductible amounts, please visit www.asurion.com/phonecare or call 844-751-4217.
- We may request supporting documentation for your claim.
- If your phone has been damaged, it must be returned, per our instructions, or pay the non-returned equipment charge of up to \$1,500. We will send you the shipping materials necessary to return the device to Asurion.

Repair process

Repairs are only available on eligible devices and certain types of repairable damage or mechanical or electrical failure. Mechanical or electrical failure repairs are only available following the original manufacturer's warranty. Repair availability subject to parts, store, and technician availability. Repairs may void your original manufacturer's warranty. After your repair, your device will be of like kind and quality with similar features and functionality.



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Important Disclosures:

Optional Insurance Coverage

Asurion Phone Care Insurance is **optional insurance coverage** that you are not required to purchase in order to purchase services or equipment.

Duplication of Coverage

The Included Coverage Certificate may provide a **duplication of coverage** already provided by a consumer's personal auto insurance policy, homeowners' insurance policy, personal liability insurance policy, or other source of coverage.

Associate Qualifications

Unless otherwise licensed, some Asurion or uBreakiFix associates are **not qualified or authorized** to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to CNA's licensed agent, Asurion Protection Services, LLC at 844-751-4217.

Coverage is Optional

Program enrollment and replacement authorization shall be in the sole discretion of CNA, the program administrator, or any other authorized representative of CNA, in accordance with the terms of the Coverage Certificate and applicable law.

Insurance Limitations and Exclusions

The insurance coverage contains these limitations and exclusions. Loss caused by indirect or consequential loss, intentional acts, obsolescence, cosmetic damage, faulty repair, unauthorized repair or replacement, discharge, dispersal or seepage, abuse, failure to follow

the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, damage to batteries (unless otherwise covered as part of an Included Accessory when part of a Loss to other Covered Property), malware, nuclear reaction, war, seizure, nonstandard software, and failure to reasonably protect the device from further loss. Complete exclusions and limitations can be found in the full terms and conditions.

Fraud

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.

Dispute Resolution/Binding Arbitration

The Coverage Certificate contains a binding and individual Arbitration Agreement, which will be sent to you as part of the Coverage Certificate. You can also obtain a complete copy of the Arbitration Agreement by visiting www.adr.org. You should read the Arbitration Agreement carefully and completely, since it affects your rights. **The Arbitration Agreement requires you to: (1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION; AND (2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR ARBITRATIONS.** Arbitration is more informal than a lawsuit in court, and it uses a neutral arbitrator instead of a judge or jury. The Arbitration Agreement allows arbitration proceedings to take place in the county of your billing address and requires that those proceedings be administered by the American Arbitration Association ("AAA") in accordance with their Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. You can learn more about the AAA and those rules by visiting www.adr.org. The Arbitration Agreement does not prevent you from informing federal, state or local agencies of any dispute, since they may be able to seek relief on your behalf. If you do not want to submit disputes to binding and individual arbitration or you do not agree to any other provision of the Arbitration Agreement, you should contact 844-751-4217 and cancel your mobile insurance coverage. You will receive a prorated refund of any amounts paid for that coverage.

Non-Return Fee

If your phone has been damaged, it must be returned, or pay the non-returned equipment charge of up to \$1,500. We will send you the shipping materials necessary to return the device to Asurion.

Tech Support

Tech Support features are provided through Asurion Phone Care Tech Support. This program is not an insurance or service contract product and is subject to separate terms and conditions.

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 844-751-4217. The consumer hotline for the California Department of Insurance is 1-800-927-HELP (4357), for the State of Indiana Department of Insurance is 1-800-622-4461, and for the Maryland Insurance Administration is 1-800-492-6116. The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (877) 527-9431 or online at <https://mc.insurance.illinois.gov/messagecenter.nsf> (online form) or <https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf> (printable format).

For Washington residents only, we may change the insurance terms and conditions with at least thirty (30) days' notice and we may only cancel for the following reasons and notice: (i) fifteen (15) days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (ii) ten (10) days for nonpayment; (iii) immediately for no longer having active service with your carrier or exhausting your aggregate claim limit; or (iv) thirty (30) days based on a determination by Asurion that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any six (6) month period but will provide to each Washington policyholder a thirty (30) day advance written notice of any premium or deductible increase.

If you have questions or concerns about the actions of your insurance company or agent, or would like information on your rights to file an appeal, contact the Washington state Office of the Insurance Commissioner's consumer protection hotline at 1-800-562-6900 or visit www.insurance.wa.gov. The insurance commissioner protects and educates insurance consumers, advances the public interest, and provides fair and efficient regulation of the insurance industry.

Communications

If you have or in the future provide your email or other electronic address to Asurion we may communicate Asurion Phone Care program information and legal notices with you through electronic means (except in New York). If an email is not provided, the information will be mailed to you.

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

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Coverage Certificate:

The included Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided. For questions, or to obtain a full size copy of the insurance Coverage Certificate, please contact:

Asurion Protection Services, LLC

Asurion Protection Services Insurance Agency, LLC

Customer Care

P.O. Box 411605

Kansas City, MO 64141-1605

CA License #OD63161

844-751-4217

Eligible Devices:

If you do not see your device in the schedule, and for a complete and current list of devices with associated deductible amounts, please visit www.asurion.com/phonecare or call 844-751-4217.

This deductible schedule is changed from time to time, as some devices may be moved to a different tier during the term of enrollments.

Partial List of Eligible Devices

Tier 1 – \$129

Google Pixel 6a 128GB Google Pixel 7a 128GB	Samsung Galaxy A53 128GB Samsung Galaxy A54 128GB
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Tier 2 – \$199

Apple iPhone 12 64GB, 128GB, 256GB	Samsung Galaxy S22 128GB, 256GB
Apple iPhone 12 Pro 128GB, 256GB, 512GB	Samsung Galaxy S22 Ultra 128GB, 256GB, 512GB, 1TB
Apple iPhone 12 Pro Max 128GB, 256GB, 512GB	Samsung Galaxy S22+ 128GB, 256GB
Apple iPhone 12 Mini 64GB, 128GB, 256GB	Samsung Galaxy S23 128GB, 256GB
Apple iPhone 13 128GB, 256GB, 512GB	Samsung Galaxy S23 Ultra 256GB, 512GB, 1TB
Apple iPhone 13 Pro 256GB, 512GB, 1TB	Samsung Galaxy S23+ 256GB, 512GB
Apple iPhone 13 Pro Max 256GB, 512GB, 1TB	Google Pixel 6 128GB, 256GB
Apple iPhone 13 Mini 128GB, 256GB, 512GB	Google Pixel 6 Pro 128GB, 256GB, 512GB
Apple iPhone 14 128GB, 256GB, 512GB	Google Pixel 7 128GB, 256GB
Apple iPhone 14 Pro 128GB, 256GB, 512GB, 1TB	Google Pixel 7 Pro 128GB, 256GB, 512GB
Apple iPhone 14 Pro Max 128GB, 256GB, 512GB, 1TB	
Apple iPhone 14 Plus 128GB, 256GB, 512GB	



CONTINENTAL CASUALTY COMPANY CHICAGO, ILLINOIS

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 Vendor 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.

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 Wireless Number as shown in the schedule below.

Equipment Category	Monthly Premium Per Wireless Number
Equipment Tier A	Asurion Phone Care Insurance premium is included in the Asurion Phone Care monthly charge
Equipment Tier B	Asurion Phone Care Insurance premium is included in the Asurion Phone Care 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.

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 30 days if your request is not approved.

If you submit your request for enrollment for insurance coverage after the time of Initial Activation: The successful completion of a test call to the Covered Property may be required prior to coverage becoming effective.

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
- 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.
- T. Loss caused by cracked screen damage to the Covered Property.
- U. Loss caused by accidental damage from handling the Covered Property as a result of normal use.

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 \$3,500. For any one Loss, we will not pay more than the limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of 3 replacements or repairs of Covered Property will be allowed per Wireless Number in any one 12 month period, including Losses incurred under this

Certificate or any prior consecutive certificate issued by us. Losses incurred under this Certificate will be applied against the aggregate limit under this Certificate and will also be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for 12 months following the Date of Loss.

IV. DEDUCTIBLE.

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

As indicated in the deductible schedule, a damage deductible applies to each replacement or repair due to physical damage of the Covered Property and a separate deductible applies to Loss from all other covered causes.

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

Equipment Category	Deductible for Physical Damage Repair or Replacement	Deductible for all Other Replacements
Tier A	\$99	\$129
Tier B	\$99	\$199

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 in the same equipment category as the Covered Property at the time of Loss.

- E. Equipment failure evaluation performed by the Vendor 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 60 days from the Date of Loss. If you do not report the Loss within 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 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 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 60 days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within 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 Satisfaction Team, P.O. BOX 110656, Nashville, TN, 37222.
 2. The Vendor may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Vendor 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 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 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 844-751-4217. 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, Vendor 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 the United States and its territories 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 Vendor 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, the accessories similar to what is contained inside the original packaging of your Covered Property.
- D. “Covered Property” as used in this Certificate means one wireless device owned or leased by you at the time of loss that was actively registered on the Service Provider’s network and has the same Wireless Number or the same International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), or other unique identification number that was active and registered with us at the time of enrollment. Covered Property is limited to one wireless device and applicable Covered Accessories per replacement. At enrollment, we may require you to provide us your IMEI and proof (i) your wireless device is actively registered with the Service Provider; (ii) your wireless device is associated with your Wireless Number; (iii) your wireless device is in good working order; and (iv) you own or lease the wireless device. At our discretion, proof may include electronic means such as through an application (“app”) or by responding to electronic messages or by physical inspection at Our Authorized Service Facility.
- 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 Vendor meeting the following conditions:
1. Who have been enrolled in and accepted for coverage under this Certificate.
 2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.

3. 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: An eligible company who provides your wireless rate or data plan.
- 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 and other covered software listed in the Software Schedule.
- T. “Vendor” means uBreakiFix Repair Parts, Co., its affiliates, employees, or authorized representatives.
- U. “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.

Arkansas: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 844-751-4217. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, you have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102 Little Rock, AR 72202.

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 844-751-4217. 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: Asurion Customer Satisfaction Team, P.O. BOX 110656, Nashville, TN, 37222

South Dakota: (i) Section VII.A.3. is amended to provide at least twenty (20) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(a) "fifteen (15) days'" is amended to "twenty (20) days' ". (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days' notice of cancellation.

United States Virgin Islands: (i) The second sentence of Section VII. A.2 is amended by removing the phrase "on our behalf". (ii) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any

disputes, including any claims under this Certificate, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE.** (iii) The second sentence in the third paragraph of Section VIII. G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iv) The following sentence is deleted from Section VIII.G. Arbitration Agreement: "This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." (v) Section VIII. H. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VII.A.3.(a) "fifteen (15) days" is amended to "thirty (30) days".

Vermont: (i) Section VIII.A. is amended as follows: "thirty (30) days" is replaced with "ten (10) days'." (ii) Note "B." below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (i) The first paragraph of Section II. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause or event that contributes concurrently to the Loss if the excluded event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least thirty (30) days' notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) The following is added to Section VII.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective

date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X. A. is amended as follows: **any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VIII. G. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 844-751-4217. 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 Satisfaction Team
P.O. BOX 110656
Nashville, TN, 37222
844-751-4217

We, the administrator or the seller from whom you purchased this Plan, may make available additional products and services at a discount from time to time, for your consideration.

Asurion Phone Care Service Contract

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the “To Make a Claim / How it works” provision below.

OBLIGOR: The company obligated under this Plan in the District of Columbia and all states, except Florida, is **Asurion Warranty Protection Services, LLC**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Warranty Protection Services of Florida, LLC**. In Puerto Rico, the company obligated under this Plan is **Asurion Warranty Protection Services of Puerto Rico, Inc.** who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

AGREEMENT: You agree to all the provisions of this Plan when You order and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to you. Such notice may be provided in a bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method, at our discretion. By providing your electronic address to us or uBreakiFix or our affiliates, you are authorizing us to communicate with you electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes your acceptance of the changes.

DEFINITIONS: Throughout this Plan, the following words have the following meanings:

1. **“we,” “us” and “our”** mean the company obligated under this Plan, as referenced in the Obligor section above;
2. **“administrator”** means (i) Asurion Warranty Protection Services, LLC in the District of Columbia and all states, except Florida; and (ii) Asurion Warranty Protection Services of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 061078, Chicago, IL 60606-1078, telephone 844-751-4217;

3. **“seller”** means uBreakiFix Repair Parts, Co (“uBreakiFix”) and its affiliates, the seller of this Plan;
4. **“covered product”** means a device that we have designated as eligible for coverage under the Plan, which is activated for wireless telecommunications service for the enrolled wireless telephone number on your account with T-Mobile on the date the breakdown occurs and for which air time has been logged as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. **“you” and “your”** mean the individual who owns the covered product and this Plan or the approved transferee;
6. **“breakdown”** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; or (ii) power surge; or (iii) dust, heat or humidity; or (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use (“ADH”)
7. **“replacement product”** means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product

INSTRUCTIONS: This Plan, including the terms, conditions, limitations and exclusions, and your order confirmation email for this Plan, constitute the entire agreement between you and us. Please keep this Plan and your order confirmation email for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan. You must follow the manufacturer's instructions for proper use, care and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

WHAT IS COVERED: This Plan covers replacement or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) or replacement of, the covered product; or (iii) at our discretion, issue you a gift card or check, or the replacement cost of the covered product, as determined by us, based on its value

immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. If breakdown occurs in the, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the breakdown of the covered product, we will also repair, or, at our sole option, replace, one standard charger, or one Subscriber Identification Module (SIM) Card, as applicable. If breakdown occurs in the standard battery we will repair, or, at our sole option, replace standard battery, as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement products will be NEW OR REFURBISHED, in our sole discretion.** The wireless device provided as the replacement product immediately becomes the covered product. You hereby assign to us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any covered product that we replace. You hereby assign to us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any covered product that we replace. **NOTE: For wireless devices:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your covered product.

COVERAGE BENEFITS BEGINNING ON THE DATE OF ENROLLMENT:

1. Unintentional and accidental damage from handling as a result of normal use ("ADH")

TERM OF COVERAGE: Your coverage begins on the date you enrolled in the Plan and continues month to month until terminated by you or by us. Except for the benefits outlined above, which begin on your date of enrollment, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below.

HOW TO MAKE A CLAIM: If your covered product experiences a breakdown, you may call customer service between the hours of 9 am and 9 pm central time, Monday through Friday at 844-751-4217 to speak to an agent. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** In-home, depot, carry-in, or remote technician service may be available; the customer service agent will inform you of the type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product to and from the authorized service center if depot service is required. At our sole discretion, we may require that you return or send pictures of the original covered product

to us for inspection by our authorized service center, or we may require you to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., and provide pictures of the covered product as a condition to receiving service or replacement or reimbursement under this Plan. You must file your claim within 60 days of a breakdown. If you fail to file your claim within 60 days, we may deny you coverage. All claims must be reported within 60 days after expiration of this Plan.

CHARGES FOR THIS PLAN: Each month during the term of this Plan, you will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. The monthly cost of this Plan is indicated on your sales receipt or order confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to your monthly charges. Non-payment by you will result in cancellation of the Plan as set forth below. It is your responsibility to maintain a valid credit card or bank account information with the seller to process payments, failure to do so may cause your Plan to be cancelled. If we do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to your bill or, at our discretion, collected from you prior to providing a replacement product.

CLAIM LIMIT: For any single claim, the maximum amount we will spend to replace or repair the covered product is \$3,500.

SERVICE FEE: A non-refundable service fee, plus applicable taxes, is due for each repair or replacement provided under this Plan, as set forth in the schedule below. You agree to pay the service fee, plus applicable sales taxes, to us prior to the repair or replacement of the mobile phone. The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card or branded debit card. The following service fee(s) apply:

Service Fee Applicable to Any Repair	Service Fee Applicable to Any Replacement
\$29	\$99

NON-RETURN FEE FOR MOBILE PHONES: Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within 10 days of delivery of the replacement product. You must return the replaced covered product as directed by us and according to the

instructions included in the return mailer, including unlocking the device, or you will be charged a non-return fee of up to \$1,500. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

CHARGE FOR NON-COVERED CLAIMS: If we ship you a replacement product, we will notify you in writing within thirty (30) days of the return of the replaced covered product if we determine the returned covered product did not suffer a breakdown covered by the Plan. You will be charged a non-covered claim charge up to \$1,500, unless you return the replacement product, in good working order, at your cost of shipping within fifteen (15) days of our notification. If you return the replacement product as required by this Plan, we will return to you your original covered product.

TRANSFERABILITY: This Plan is not transferrable by you, and may not be assigned by you. Products owned or leased by anyone other than you may not be made a covered product. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice.

MANUFACTURER'S RESPONSIBILITIES: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

WHAT IS NOT COVERED:

The Plan does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer negligence; 4> pre-existing conditions occurring before the time it was established as the covered product; and 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the covered product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the covered product.

Further, Covered Product does not include and the Plan does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to you from anyone other than us; 3> Battery chargers (one standard charger will be provided with Replacement Device on approved claims for replacement of the covered product if the charger has also failed);

4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, and SIM Card), including but not limited to: color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; and 6> Covered Product that is missing any part or parts.

RENEWAL: This Plan may be renewed at our discretion

CANCELLATION: This Plan is provided on a month-to-month basis and may be cancelled by you at any time for any reason by notifying Asurion. You can cancel this Plan at any time for any reason or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

INSURANCE SECURING THIS PLAN: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, or Wyoming and all other states required by law. If you have filed a claim under this Plan and we fail to pay, provide service or provide you with a refund owed

within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Limitation of Liability: In the event of any error, omission or failure by us, the administrator or uBreakiFix with respect to the Plan or the services provided by us, the administrator or uBreakiFix hereunder, ours, the administrator's and uBreakiFix RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR, THE ADMINISTRATOR OR UBREAKIFIX PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR UBREAKIFIX BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR UBREAKIFIX HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR UBREAKIFIX PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND UBREAKIFIX, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Waiver: No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the covered product. We will post the current claim service fee schedule at <https://www.phoneclaim.com/asurionphonecare/pdf/Phone-Care-Program-Details.pdf> or by calling 844-751-4217.

Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control, and in such event, we may cancel this Plan immediately.

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above). Most of your concerns about this Plan can be addressed simply by contacting us at 844-751-4217. In the event we cannot resolve any dispute

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 THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved 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 their rules and forms at www.adr.org or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.

- We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

STATE VARIATIONS: The following state variations control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assignees, subcontractors and/or representatives, or to any conditions that the Obligor or dealer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance." Item 5> of the second paragraph of the WHAT IS NOT COVERED section is deleted and replaced with the following: 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by you;"

CALIFORNIA RESIDENTS: We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by you to us, or the Plan being discontinued by us or uBreakiFix Repair Parts, Co ("uBreakiFix").

The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at DepartmentC@asurion.com or 844-751-4217, or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167 . This Plan is offered on a month to month BASIS, UBREAKIFIX REPAIR PARTS, CO ("UBREAKIFIX") MAY OFFER OTHER SERVICE CONTRACT PROGRAMS AND BENEFITS WHICH MAY BE PROVIDED TO YOU BY UBREAKIFIX REPAIR PARTS, CO ("UBREAKIFIX"). We obtained your affirmative

consent to the continuous monthly term of this Plan when you enrolled in the Plan.

In California, the form number for use under this Plan is as follows:
545 (08/20)
v.APC2

CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan. In the event your covered product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

FLORIDA RESIDENTS: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its monthly term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and will conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and preexisting conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the

effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 844-751-4217 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. The following language is added to item 5> of the second paragraph of the What Is Not Covered section: "If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan."

NEW HAMPSHIRE RESIDENTS: Contact us at 844-751-4217 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may not cancel this Plan prior to the expiration of the monthly term except for non-payment by you or for violation of any of the terms and conditions of this Plan.

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44198043.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract

insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the detailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 844-751-4217. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY 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.** Any arbitration proceedings will be conducted within the state of Oregon."

SOUTH CAROLINA RESIDENTS: Contact us at 844-751-4217 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

TEXAS RESIDENTS: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

UTAH RESIDENTS: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation." If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-262-797-3400. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: **“TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS”**; and (2) subsection 1.(b) is deleted in its entirety.

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: “If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “we” and “us” include (1) the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.

Administered by:
Asurion Services, LLC
Asurion Technology Services of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-1340
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Name: _____

Address: _____

ASURION PHONE CARE™ SUPPORT TERMS OF SERVICE

This Terms of Service Agreement for the Asurion Phone Care technical support (the “Services”) (collectively, the “Agreement”) 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.

ASURION PHONE CARE 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 “Our” and “Us” and “We” mean Asurion 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 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 POLICY & 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

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. 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, between the hours of 9:00 a.m. and 9:00 p.m. Central Time, Monday through Friday. 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 844-751-4217.
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 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.
- 8. CLASS ACTION WAIVER.** In furtherance of Section 7E to this Agreement, any Claim arising out of or post cancellation 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 Section 16 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.

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 Policy 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 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.
 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. **COMMERCIALLY 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.
 23. **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.

- 24. 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.

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Effective 07.07.21

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