



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

## Xpert Smart Home Complete

**THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR 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, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.**

- I. **OBLIGOR:** The company obligated under this Plan in all states, except Florida, and the District of Columbia is: **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, and phone number is 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.** whose address is P.O. Box 061078, Chicago, IL 60606-1078, and phone number is 1-866-856-3882.
- II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: (1) "**we**", "**us**", and "**our**" mean the company obligated under this Plan, as stated in the Obligor section of this Plan; (2) "**you**" and "**your**" mean the individual that purchased this Plan for residential or personal purposes; (3) "**administrator**" means: (a) Asurion Services, LLC in all states, except Florida, and the District of Columbia, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 1-855-549-0538; (4) "**seller**" means Mediacom, the seller of this Plan; (5) "**covered product(s)**" mean the eligible qualifying item(s) listed in Section V.(a) of this Plan that is/are owned by you and covered by this Plan; (6) "**breakdown**" means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; or (iii) normal wear and tear; (iv) dust, heat or humidity or (v) unintentional and accidental damage from handling as a result of normal use ("ADH") for laptops, tablets, portable DVD/Blu-ray players, gaming systems, wearables, audio headsets, virtual reality headset and printer display screens only; and (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 product.
- III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered product(s) must be in good working condition prior to your enrollment in this Plan. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the covered product(s). 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 the commencement of service; repairs to your covered product may result in the deletion of such data files.
- IV. **COVERAGE TERM:** The term and monthly billing for this Plan begins on the date you enroll indicated on your enrollment confirmation and continues on a month-to-month basis unless cancelled. **There is thirty (30) day waiting period after the Plan term begins before coverage becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN.** If this Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date. There will be no lapse in coverage if you relocate within the retailer's service area, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and the covered product has been delivered to you.
- V. **WHAT IS COVERED:** This Plan covers replacement costs 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, up to the Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product or (4) reimburse you in the form of a gift card or check for the replacement cost of the covered product, as determined by us, based on its replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. On-site, depot or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes unlimited access to technical assistance and support for your covered product(s) through the term of this Plan. Xpert Tech Advisor terms of service can be accessed at <https://www.asurion.com/pdf/mediacom-tos>. To download Xpert Tech Advisor terms of service, go to <https://www.asurion.com/pdf/mediacom-tos> or call 855-549-0538.
- a. **COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, age and any brand, as outlined below.
- Home Office:
- Desktops, laptops and tablets (collectively referred to as "PC" or "PCs"). Each PC can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 8 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10.7) or newer or Chrome OS
  - Home routers (wired or wireless) and mesh routers.
  - External hard drives Printers and multifunction printers excluding 3D printers
- Home Entertainment:
- LCD or LED televisions (collectively referred to as "television"). Televisions include coverage for the original remote control
  - Gaming systems. Gaming systems include the original remote controls
  - DVD players, Blu-Ray players and portable DVD/Blu-Ray players (collectively referred to as "DVD players").
  - Home theater that include any of the following if purchased as a set: a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner (collectively referred to as "home theater system in a box" or "home theater systems in a box") Bluetooth and Wi-Fi enabled speakers
  - Audio/video streaming devices
  - Audio headsets
  - Virtual Reality Headsets
- Smart Home Products:
- Smart device hubs
  - Smart light dimmers
  - Smart thermostats
  - Smart smoke detectors
  - Smart door locks
  - Smart home security cameras

- Smart video doorbells
- Smart carbon monoxide detectors
- All of the “Smart” products above must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.

Personal Wearables:

- Health and fitness bands
- Smart watches

**b. CARRY-IN SERVICE:** If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered product.

**c. ON-SITE SERVICE:** If the covered product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.

**d. REPAIR DEPOT SERVICE:** If the covered product is not serviced on-site, it will be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.

**e. REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

**VI. HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins, you may file a claim twenty-four (24) hours a day, seven (7) days a week by calling 1-855-549-0538. **You must file your claim prior to having service; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim facilitation form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, including but not limited to filing a claim for a product not belonging to you, may result in cancellation of this Plan. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit, as set forth in Section X. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

**VII. INTERNATIONAL SERVICE:** Service under this Plan is not available outside of the United States.

**VIII. SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee plus applicable taxes as shown in the service fee schedule below. The service fee must be paid and received in advance of service being provided and may be paid with a valid debit or credit card. A service fee does not apply to the repair or replacement of standalone routers, external hard drives, original remote controls, PC or gaming system accessories, DVD Players, streaming devices, smart device hubs, smart light dimmers, smart smoke detectors, or smart carbon monoxide detectors, however, the associated costs will apply toward your aggregate claim limit under Section X.

Covered Products	Service Fee
PCs, Printers, Televisions, Gaming systems, Home theater systems in a box, Bluetooth and Wi-Fi connected speakers, Virtual Reality headsets, and Smart Watches	\$99
Smart door locks, Smart home security cameras, Smart thermostats, Smart video doorbells, headphones, and Health and fitness bands	\$49

**IX. PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis on your Mediacom bill. Non-payment by you will result in cancellation of the Plan. It is your responsibility to maintain a valid credit or debit card with Mediacom to process payments, and failure to do so may result in cancellation of the Plan.

**X. PLAN LIMITS OF LIABILITY:**

**a. PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is \$2,000.00; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; or (iv) the replacement value of the covered product, as determined by us, up to the per claim limit of this Plan of \$2,000.00.

**b. AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of your first claim.

**c. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the product requires additional repairs, we may be able to provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. If you make a claim and the cost to repair or replace your product will exceed the remaining balance of your aggregate claim limit, we will either send you a check or gift card for the remaining balance of your aggregate claim limit or complete the final repair or replacement of your product, at our sole discretion. A covered claim will apply to your aggregate claim limit for 12 months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.

**d. IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** If you enroll in a different plan offered by the seller for which we are the Obligor, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan. If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

**XI. EXCLUSIONS:** This Plan does not cover the following:

- Consequential, incidental, special or indirect damages or losses, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
- Pre-existing conditions at the time of your enrollment in this Plan;
- Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, and accessories (except as otherwise stated herein);
- Breakdown resulting from: improper installation or setup, use not approved in the manufacturer’s specifications, unauthorized modifications, alterations, repairs or repair personnel;
- Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer’s warranty or manufacturer’s recall in effect at the time of the failure;
- Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, dust, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, wind;
- Costs associated with installation or uninstallation of any covered product;
- Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;
- Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when located at our designated repair depot;
- Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner’s manual that the user can perform, or costs related to any service request which results in customer education or no problem found;
- Covered products whose serial number has been altered or removed;

- I. Theft or loss of the covered product;**
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;**
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;**
- o. Parts intended for periodic replacement including, but not limited to: batteries (excluding one annual laptop battery), bulbs, external power supplies, styluses, antennas, cartridges;**
- p. Covered products located outside the United States;**
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**
- r. Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;**
- s. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;**
- t. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software.**

**XII. RENEWAL:** This Plan renews from month-to-month unless cancelled.

**XIII. TRANSFER:** This Plan is not transferable.

**XIV. CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling Mediacom at 1-844-491-8243 or administrator at 1-855-549-0538. 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 shall state the effective date and reason for cancellation. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. For residents of Alabama, Arkansas, California, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. Upon any cancellation by you, us or the Administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

**XV. 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, Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service 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.

**XVI. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

**XVII. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR RETAILER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

**XVIII. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

**NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

**XIX. 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); and (2) the retailer (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this plan can be addressed simply by contacting us at 1-866-856-3882. 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](http://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.

**XX. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:**

**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. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. Item (d) of the Exclusions section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**

**CALIFORNIA RESIDENTS:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made.

**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 this Plan. In-home service is provided.

**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 shall be in writing and shall conform to the requirements of O.C.G.A. 33-24-44. If this Plan is cancelled prior to the end 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. This Plan excludes coverage for incidental and consequential damages and pre-existing 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 of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision 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 and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision shall 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 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to Section XII (d) of Exclusions 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 damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at 1-855-549-0538 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 1-888- 872-3234.

**NEW HAMPSHIRE RESIDENTS:** Contact us at 1-855-549-0538 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 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 only cancel this Plan prior to the expiration of the monthly term 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: 44199294.

**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. Most of your concerns about the Plan can be addressed simply by contacting us at 1-855-549-0538. 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 shall be conducted within the state of Oregon."

**SOUTH CAROLINA RESIDENTS:** Contact us at 1-855-549-0538 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

**TEXAS RESIDENTS:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions 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 (46<sup>th</sup>) 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 second sentence of Section XV Cancellation 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 shall state the effective date and reason for cancellation. If you fail to make any monthly payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation." Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**VIRGINIA RESIDENTS:** In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

**WASHINGTON RESIDENTS:** If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. 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 fifth and sixth sentence of the first paragraph of the Arbitration Agreement provision of this contract is amended as follows: **(1) 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) the sentence “This A.A. is governed by the Federal Arbitration Act.” of Section XX, sub-section (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 retailer, or a substantial breach of duties by you relating to the retailer service or its use. The Arbitration Agreement provision in 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 shall be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “we” and “us” include 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 Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-1340  
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**Customer Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

**501 v. M-1 (12/18)**



## XPERT TECH ADVISOR TERMS OF SERVICE

This Terms of Service Agreement for the Xpert Tech Advisor technical support (the “Services”) (collectively, the “Agreement”) governs your use of the Services.

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

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

**XTREAM XPERT TECH ADVISOR 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» 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 generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, 3G, etc., used by You and any additional devices as updated in Our sole discretion such as home entertainment, computing and smart home products.
2. **PRIVACY POLICY & PASSWORDS.** Asurion’s Privacy Policy for the Services 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. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN «AS IS» AND «AS AVAILABLE» BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
5. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION’S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto: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](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
  - C. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this ARB AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
  - D. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney’s fees and expenses reasonably incurred in the arbitration. While the right to the attorney’s fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney’s fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney’s fees and expenses from You if it prevails in the arbitration.
  - E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
7. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
8. **THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion («third-party content»). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.

- 9. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services, including ways to improve the Services or other products or services («Ideas»), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.
- 10. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
- 11. ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- 12. SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.
- 13. TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
- 14. 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.
- 15. SCOPE OF THE SERVICES. The Services are developed and provided by Asurion.** The Services only include technical support for Your Devices and technical support for the use of Your Devices 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 Devices; (b) installation of third-party software or OEM drivers not supported by Your Devices; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) diagnostic support not related to Your Devices; (e) modification of Original Equipment Manufacturer (“OEM”) software; (f) hardware and equipment setup and repair; (g) installation of non-sanctioned applications; (h) data migration between Devices; (i) assistance with enterprise level software industry specific hardware or equipment; j) “Behind a firewall devices/software (including but not limited to servers, switches, storage arrays)”.
- 16. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices twenty-four (24) hours a day, seven (7) days a week The Services will be available to You for the term of Your applicable plan. To use the Services, You or the individual seeking service may be required to provide identifying information including receipt information or contract number. You may be able to access the Services by calling 855-549-0538.
- 17. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Devices 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 Devices. 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 Devices. Some technical problems that You encounter when using Your Devices 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.
- 18. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/or the authorized user of the Devices at issue, as well as any software on the Devices and any device connected to the Devices. 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 Devices or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Devices and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Devices, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.
- 19. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications (“Software”) on Your Devices and/or any device connected to or used in connection with Your Devices. The Software may include tools that allow Us to remotely access Your Devices through Our Software platforms or the platforms of our third party providers, and We may access any device connected to Your Devices, 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.
- 20. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Devices or other devices manufactured to be compatible with Your Devices or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You.



## Asurion Privacy Policy

Last updated: June 24, 2020

### We value privacy, especially yours

At Asurion, we take protecting your privacy seriously. In order for our websites, mobile applications, products, and services (collectively, “services”) to function properly, we need to collect and use some of your Personal Information. We want you to understand what Personal Information we collect and how we use it.

This Policy is incorporated as part of the Terms of Service that apply to your use of the services. When you use our services, you acknowledge that you have accepted the Terms of Service and this policy without exception. You also acknowledge that you consent to our privacy practices, including our use and disclosure of your Personal Information.

If you do not consent to the Terms of Service or this Policy, please do not use our services or provide any Personal Information.

### What’s covered by this Policy

This Policy covers any Asurion-affiliated site, product, or service which links to this Policy and any collection, storage, transfer, sharing, disclosure and handling of your Personal Information when you use our services which we define below.

This Policy does not cover, and we are not responsible for, third-party websites or applications that may be linked from our services; linking to them does not imply an endorsement. We are not responsible for these websites or applications or any information they may collect. You should always review the privacy policy of any third-party website or application that collects your Personal Information.

### Personal Information we collect

When you use our services, we may collect the below types of Personal Information:

- Name;
- Mailing address;
- Email address;
- Cell phone number;
- Electronic Serial Number (“ESN”) or International Mobile Equipment Identity (“IMEI”) data;
- Device serial number and media access control (“MAC”) address;
- Records of products or services you have purchased from us;
- Any information that you provide as part of filing a claim;
- As part of the claim process, Asurion or its affiliates may require you to provide a copy of your driver’s license, passport, or other personal identification card; and
- Shipping and billing information, credit card information or other preferred payment means.

We also draw inferences from the Personal Information we collect from you to potentially offer products or services that we believe would be a good fit for you (Note: at any time you may choose to withdraw your consent to Asurion’s use or disclosure of your Personal Information for marketing and promotional purposes by contacting Asurion as outlined in [Where to turn with questions section of this Policy](#)).

### An Important Note Regarding Biometric Information Collection

- **Photos and Videos Stored in Our Application:** Certain Asurion mobile applications store or access your photos and videos. With your prior express permission, Asurion may use facial recognition to analyze the photos and videos you take with your device to detect whether an object in a photo or video is a face, distinguishing it from other objects present (e.g., cat, mountain). The facial detection does not identify a face as belonging to a specific individual, but the mobile application may provide you with the ability to categorize the photos of a specific individual by a name or nickname that you provide.
- **Fingerprint Authentication:** If the functionality is available, and you choose to allow an Asurion mobile application to authenticate you using the fingerprint scanner on your device, the device manufacturer’s built-in fingerprint hardware, software, and security are used. Asurion will not access, collect, store, or transmit your fingerprint. All information related to your fingerprint is stored on the device, and is not accessible to Asurion.

### Services Performed at Your Home or Other Location

Please be aware that if you are receiving services at your home or other location, the service provider may be able to view any other information that you make available or visible, which may include Personal Information.

For services such as technology consultations or in-home repairs, with your consent, the service provider may need to access your device to perform services requested by you such as changing settings, backing up your data, or provide technology set-up or advice.

If you are receiving a device repair, the service provider may need to take photographs of your device to confirm that it is damaged and has been repaired. Be aware that any information displayed on your device or surrounding areas may be visible in the photo.

### Password Management

Certain Asurion mobile applications allow you to share your passwords with the application for safekeeping. Any passwords that you share are not visible by, transmitted to, or stored by Asurion in clear text. They are saved on your device, with only an encrypted copy being sent to Asurion for which we do not have the decryption key. This allows you to use the application seamlessly on multiple devices, without your password leaving your device in a usable format.

### Communications Tools

Our services may allow you to communicate via audio, text, or video with us or another individual (e.g., friend or family member). While doing so, we collect the content (including any Personal Information) that you share, upload, or provide while using our services to communicate. We also collect Technical Data (e.g., device model) and Log Information (e.g., date and time of your call) generated from your use of our communications tools.

If a particular communications tool captures images (e.g., video) or enables screen sharing, please be aware that we, or any other individual who is a party to the communication, may be able to view any information that you make available or visible, which may include Personal Information. At any time, you may terminate the video or screen sharing by, for example, closing the tab in your browser or selecting a button to end the session.

### Using a Third-Party Account on our Services

If you use a third-party service (such as Google or other social media platform) to create an account, we may receive Personal Information that you allow such third-party service to share with us such as your name, e-mail address, profile picture, or other Personal Information.

### Log Information

Asurion also automatically gathers and stores certain information in our server logs about the use of Asurion’s services, including the number of unique visitors, the frequency of visits, how users interact with our services, user experience preferences, and other information that may help Asurion improve the user experience, mitigate fraudulent activity, and comply with legal requirements. Such information may include Personal Information such as: IP address, Unique Device Identifier, CallerID / ANI (Automatic Number Identification) information, content of web pages, transaction with APIs (Application



Program Interface), transactions with IVR (Interactive Voice Response) systems, activity and content of visitor interaction with call center representatives; application usage activity, hardware information, hardware and system settings, browser type, browser language, length of call, participant added to or exited from a call, the date and time of your request or call, or referral URL.

### Cookies, Pixel Tags, and Other Tracking Technologies

Asurion and its partners use cookies or similar technologies on our websites to analyze trends, administer the site, track users' movements around the site, tailor and deliver advertising that may be more relevant or interesting to our users, and gather demographic information about our user base as a whole.

A cookie is a small data file that is managed by your web browser or other application and stored on your local system. Asurion uses session and persistent cookies to, among other things, identify your device during a particular interaction, analyze your behavior during a particular visit, and serve you advertising.

Pixel tags, also known as web beacons, help Asurion better manage user experience and content tracking. They also assist us in serving you advertising, including re-engaging you if you have searched for, viewed, and/or purchased our products or similar products. Pixel tags are tiny graphics with a unique identifier, which provide a similar function to cookies and are used to track user interaction with content provided by Asurion, an affiliate organization, or non-affiliated companies to assist us in providing, maintaining and operating our marketing. In contrast to cookies, which are stored on a user's device hard drive, pixel tags are embedded within content. The small size and transparency of pixel tags are not intended to deceive content recipients, but rather minimize distraction. You may opt out of third-party cookies or similar tracking technologies used to serve you targeted advertising based on the Personal Information (e.g., device information) in our cookie banner or, if you are a California consumer, by following the "Sale of Personal Information" instructions contained in the Your California privacy rights section of this Policy.

You can also elect to block all cookies from first parties (such as Asurion) and from third parties (such as entities involved in advertising) by using the cookie blocking options built into your browser software. The methods for doing so vary from browser to browser, and from version to version. You can obtain up-to-date information about blocking and deleting cookies via these links:

- <https://support.google.com/chrome/answer/95647> (Chrome);
- <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- <https://www.opera.com/help/tutorials/security/cookies/> (Opera);
- <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- <https://support.apple.com/en-us/HT201265> (Safari); and
- <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

Please note, however, that if you do decide to block cookies or similar technologies, some parts of Asurion's sites may not function correctly.

In addition, associations in the digital advertising ecosystem provide methods for opting out of interest-based advertising (i.e., advertising that's been customized based on predictions about your interests generated from your visits to different sites). If you wish to opt out of interest-based advertising [click here](#) or if you are located in the European Union [click here](#). The Digital Advertising Alliance [click here](#) and the YourOnlineChoices page [click here](#) also provide opt-out mechanisms. Please note you will continue to receive generic ads.

### Do Not Track

Do-Not-Track is a public-private initiative, <http://www.w3.org/2011/tracking-protection/>, that has developed a technical "flag" or signal that an end-user may be able to activate within their browser software to notify sites that they do not wish to be "tracked" by third parties as defined by the initiative. The initiative, however, has not reached a consensus as to exactly what technical or other actions those parties receiving the signal should take. As a result, Do-Not-Track has not yet been standardized and most sites, including Asurion sites, do not alter their behavior or change their services when they receive a "do-not-track" flag or signal. You can, however, make decisions about your privacy and the advertisements you receive.

### **Third-party data sources**

Asurion may leverage external data sources in order to provide context and background on the users of its services in order to improve customer experience, mitigate fraud or malicious activity, or comply with internal company and external regulatory requirements.

### Personal Information we collect from Technical Data

When you install and use certain elements of our services, such as a mobile or web application, browser plug-in, or Alexa skill, we may collect the below types of Technical Data, which may include:

- Telephony data, i.e. your network type, network operator name, subscriber identity module ("SIM") operator name, SIM country;
- Carrier name;
- Operating system version;
- Device model;
- Performance and data usage, i.e. data storage amount, Central Processing Unit ("CPU") and memory consumption;
- Battery status and battery usage patterns and power consumptions
- Lists of other installed applications;
- Listing of types (i.e. Gmail, Yahoo, etc.) of other email accounts configured to your device;
- Device information related to your choice of settings for your device such as Wi-Fi, Global Positioning System ("GPS") settings, and Bluetooth settings;
- Geolocation information, if you enable this on your device operating system and are you using a location-based service. You may turn this off at any time within the device settings;
- Copies of information that you choose to backup from your phone; and
- Aggregated, anonymous non-public Personal Information.

### Personal Information we collect when we scan your Wi-Fi network

When scanning a Wi-Fi network, we may collect the below types of Personal Information.

- Internet service provider's name;
- Wireless network's name;
- Information about the capabilities of your Wi-Fi network, such as type of internet connection, make and model of your router, and maximum download and upload speed;
- Information about the health of your Wi-Fi network, such as measured levels of congestion, packet loss, jitter, latency, and throughput;
- IP addresses or any other identifiers of any devices that are connected to the network; and
- Information about each device's internet usage, such as the device's signal strength from the router and the maximum speed at which your device can operate with respect to your router.

### Personal Information we collect when you apply to work for us

When you apply to work for Asurion, such as participating in the application or recruitment process, we collect the below types of Personal Information, which may include:

- Your name, address, email address, telephone number and other contact information;
- Your resume or CV, cover letter, previous work experience or other experience, education, transcripts, or other information you provide to us during the application and recruitment process;
- Governmental identification information, if applicable;
- Social Security Number;
- Date of birth;
- Information from communications, interviews, and phone-screenings you may have;
- Details of the type of employment you are looking for, current or desired salary and other terms relating to compensation and benefits packages, or other job preferences;
- Any demographic information obtained during the application or recruitment process;
- Information about your eligibility to work in the United States; and
- Reference information and information received from background checks (where applicable), drug-tests (where applicable), and including Personal Information provided by third parties.
- If you work for us, we will retain this Personal Information in your personnel records. If you do not work for us, this Information will be retained and disposed of according to our data retention practices.

Where permitted by applicable law, you may be given the opportunity to provide information on your gender, race, or ethnicity. We may gather this information from you for reporting and record-keeping requirements but we will only use this information in accordance with applicable law and will not use it in making any employment decisions. Providing this information is strictly voluntary, and you will not be subject to any adverse action or treatment if you choose not to provide it.

## How we use your Personal Information

Asurion may use your Personal Information to:

- A. Fulfill a service to you;
- B. Establish and verify your identity;
- C. Handle and resolve billing disputes;
- D. Monitor and maintain the performance and functionality of the device consistent with your choices;
- E. Activate and maintain your account;
- F. Provide technical support and click-to-chat functionality;
- G. Protect and improve our services;
- H. Offer updates, notices and other information about applications and services available from Asurion or its affiliates as permitted by law. (Note: at any time you may choose to withdraw your consent to Asurion's use or disclosure of your Personal Information for marketing and promotional purposes by contacting Asurion as outlined in [Where to turn with questions](#) section of this Policy);
- I. Respond to your questions, inquiries, comments and instructions;
- J. To enforce the applicable Terms of Service;
- K. Comply with the law and defend our rights;
- L. Track and analyze de-identified data and provide such data to third parties that provide services to Asurion;
- M. Protect against fraud and potential fraud;
- N. Notify you of any known breach of your Personal Information; and
- O. Maintain the security and integrity of Asurion's systems and services.

## An Important Note Regarding Biometric Processing

- **Identify Fraud:** Asurion may use biometric tools to analyze the information provided during the claim process in order to identify fraud. For example, Asurion may use facial recognition to assist us in validating your driver's license, passport, or other personal identification card. Asurion will remove the biometric data no longer than one year after the purposes for which the data was collected has ended.
- **Photos and Videos Stored on Our Application:** If you use an Asurion mobile application that stores or accesses your photos and videos, with your prior express permission, Asurion may use facial recognition to analyze the photos and videos you take with your device to personalize your photo and video storage (e.g., create a group of photos of a person who appears frequently in your storage) or to propose ways for you to enhance certain photos and videos (e.g., methods to reduce blurriness, improve sharpness, and refine perspective). Asurion will retain the biometric data generated throughout your use of the application no longer than one year after the purposes for which the facial analysis was conducted has ended.

## Password Management

For certain Asurion mobile applications that allow you to share your passwords with the application for safekeeping, you may choose to allow the application to identify other email accounts that you may want to include in your use of the application. As such, if you allow the mobile application to scan an email account, no connections are made to any other server other than the selected email account. The sign-in and authentication takes place using your device's account manager system. The mobile application will never see or transmit your password and instead will use a token to log into that account. After signing-in, the app will only look at the mail headers and messages to extract the service name, service URL, and username. No information is transmitted to any server at any point of the process of the extraction. The extracted information is stored in the local application memory of the device on which it is run and only for that duration, and it is deleted immediately after results are shown.

## Communications Tools

Certain Asurion services may collect audio, text, or video to allow you to communicate with us or another individual (e.g., a friend or family member). These communications tools enable you to send and receive messages, share your screen, make and receive video chats, or add us to your conversation to provide our services (e.g., tech support). After your communication ends, we will not store or review the contents of a communication if we are not a participant in the communication. If we are a participant in the communication, we may store and review the text or audio content of your communication with us according to the purposes described in this Policy. We may also review the Technical Data (e.g., device model, operating system) and Log Information (e.g., length of call, participant added to or exited from call) collected from your use of our communications tools for these same purposes.

## How we use your Personal Information in the application and recruitment process

If you apply to work for us, Asurion may use your information to carry out the application and recruitment process, which includes:

- Assessing your skills, qualifications and interests;
- Verifying your information and carrying out reference checks and/or conducting background checks (where applicable) if you are offered a job;
- Communications with you about the recruitment process and your application(s), including, in appropriate cases, informing you of other potential career opportunities at Asurion;
- Creating and submitting reports as required under any local laws or regulations, where applicable;
- Making improvements to Asurion's application and recruitment process; and
- Complying with applicable laws, regulations, legal processes or enforceable governmental requests.

## How we use your Personal Information if you work for us

In addition, if you work for us, Asurion may use your Personal Information to:

- Enable you to provide your services to Asurion customers;
- Make payments to you for completed services in accordance with Asurion's policies; and
- Facilitate your delivery of remote or in-store services to a customer by using your location data:
  - To schedule, manage, or offer jobs that are near you;
  - For quality controls purposes such as ensuring that you are in route or at a service or inventory pick up site;
  - To let the customer know where you are prior to a job and the approximate time it will take for you to arrive at their location; or
  - To engage in human resources management and administration such as calculating payments to you for jobs completed.

## How we share your Personal Information

We will not use or disclose your Personal Information to non-affiliated third parties except as disclosed in this Policy.

Asurion may transfer or license your Personal Information to:

- Non-affiliated companies to assist us in providing, maintaining and operating our services or marketing. These companies are required to comply with the principles set out in this Policy and only use such information for the purposes for which it was provided to them;

- A third-party, in the event of a proposed or actual purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of its business or of any assets or shares of our business or a division thereof in order for you to continue to receive the same or similar products and services from the third-party. In such an event, we will provide notice of any material change to this Policy, or our Services, in the manner described in this Policy. In these circumstances, Personal Information may be shared with the actual or prospective purchasers or assignees, or with the newly acquired business.

Asurion may also disclose your Personal Information to:

- Comply with the law and/or legal process in which a formal request has been made (e.g. request from an administrative oversight agency, civil suit, subpoena, court order, or judicial or administrative proceeding);
- Defend our rights and/or property or the rights and property of others;
- Enforce our Terms of Use and/or this Policy;
- Respond to claims that the content(s) of a communication violates the rights of another; or
- Detect, prevent or otherwise address fraud, security, or technical issues.

### **How we protect your Personal Information**

We use commercially reasonable, industry standard technical, administrative, and physical controls to protect your Personal Information, including data encryption where appropriate; however, since the internet is not a 100% secure environment, we cannot ensure the security of information during its transmission between you and us. Accordingly, you acknowledge that when you transmit such information, you do so at your own risk. We will notify you of any confirmed security breach of your Personal Information to the extent required by and in accordance with state and federal law.

### **How long we keep your Personal Information**

Asurion will retain your Personal Information as long as necessary to fulfill the purposes outlined in this Policy, unless a longer retention period is required or not prohibited by applicable law.

### **How you are notified if the Policy changes**

We may change this Policy from time to time. If we do, we will post the updated Policy with the last revised date. Your continued use of our services means that you consent to the updates. You should periodically read the Policy to understand our privacy practices.

If we make material changes to this Policy, we will notify you in the site, product, service, or application or by email and seek your affirmative consent where required.

### **Communicating with you electronically**

By using our services, you agree that we can communicate with you electronically. This includes any required notifications (i.e., legal, technical, regulatory, security, or privacy) relating to your use of the services.

### **Commercial messages**

Where required, Asurion will seek your express consent to send you such messages. This consent is sought by Asurion, LLC, 648 Grassmere Park, Nashville, TN 37211. You may withdraw your consent by using the "unsubscribe" link located in the [Where to turn with questions](#) section of this Policy.

### **Your rights related to your Personal Information**

While we take various steps to ensure the accuracy and completeness of your Personal Information, we rely upon you to provide accurate and complete information when interacting with us.

Upon your request and as allowed or required by law and consistent with our applicable partner agreements, you may request Asurion to take the following actions with your Personal Information: (i) provide you with a copy, (ii) correct, (iii) update, or (iv) delete. To make such a request, or if you have a privacy-related complaint, please contact Asurion as provided in the [Where to turn with questions](#) section of this Policy.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider at <https://feedback-form.truste.com/watchdog/request>.

### **A few notes about social media**

Please be aware that any information that you submit to a social media site such as Facebook, Instagram or Twitter is done at your own risk and without any expectation of privacy. Asurion cannot control the actions of social media site users and is not responsible for any content or submissions contained on such sites. You should always review the privacy policy of any third-party website, product, service, or application.

By using any functionality that permits submissions to social media sites, you are indicating that you have reviewed the applicable privacy policy and terms of use of that site. Additionally, in the event that we offer functionality through our services that permits the posting of content on social media, please be aware that these sites may allow you to publicly post and share this content. Asurion cannot guarantee the privacy and safety of these sites and is therefore not responsible for any content you post. Use these features at your own risk.

### **Children under 13**

Our services are not directed to children under 13. We do not knowingly collect Personal Information from children under 13. If you become aware that your child is accessing the services and providing Personal Information without your consent, please contact us by using the information provided below. We will take steps to remove Personal Information from our storage systems and terminate the account if we determine that a child under 13 has accessed the services.

### **For non-U.S. residents**

We may transfer Personal Information that we collect about you outside of the country in which it was collected. If you are visiting from the European Union or other region with laws governing data collection and use that may differ from U.S. law, please note that you are transferring information about yourself, including your Personal Information, to a country and jurisdiction that does not have the same data protection laws in place as the European Union or other region. By doing so, you are consenting to the transfer of information about yourself, including your Personal Information, to the United States, as described in this Policy.

### **APEC Participation**

The Asurion privacy practices, described in this Policy, comply with the APEC Cross Border Privacy Rules System. The APEC CBPR system provides a framework for organizations to ensure protection of Personal Information transferred among participating APEC economies. More information about the APEC framework can be found [here](#).

To learn more about our APEC CBPR Certification click [here](#).

### **Your California privacy rights**

#### **California Shine the Light Law**

California residents may opt-out of Asurion disclosing their Personal Information to third parties for their marketing purposes. If you are a California resident and do not want Asurion to disclose your information to third parties for their marketing purposes, please contact Asurion by any of the ways described in the [Where to turn with questions](#) section below and Asurion will respond within 30 days.

#### **California Consumer Privacy Act (CCPA)**

The CCPA provides privacy protections for California consumers through the provision of certain disclosures and granting of specific rights. If you are a California consumer, the following sections provide you with these disclosures and information about your rights and how to exercise them, should you choose to do so.

## Categories of Personal Information we collect

In the preceding 12 months, we have collected the categories of Personal Information described in the Personal Information we collect section of this Policy. These categories are classified under the CCPA as follows:

Personal Information under CCPA	Categories of Personal Information
Identifiers	Name, mailing address, email address, cell phone number, electronic serial number (“ESN”) or International Mobile Equipment Identity (“IMEI”), device serial number, and media access control (“MAC”) address, CallerID / ANI (Automatic Number Identification) information
California Customer Records personal information categories	Name, mailing address, email address, cell phone number, electronic serial number (“ESN”) or International Mobile Equipment Identity (“IMEI”), device serial number, media access control (“MAC”) address, CallerID / ANI (Automatic Number Identification) information, and financial information such as credit card number and debit card number
Protected classification characteristics under California or federal law	Demographic information including age, marital status, and sex (including gender)
Commercial information	Records of products or services you have purchased from us
Biometric information	A scan of driver’s license, passport, or other personal identification card to identify fraud in the claims process, or face scans should you download and use an Asurion photography mobile application
Internet or other similar network activity	Information we collect when you visit our websites: IP address, unique device identifier, the content of web pages, transactions with APIs (Application Program Interface), hardware information, hardware and system settings, browser type, browser language, length of call, participant added to or exited from a call, the date and time of your request or call, referral URL, cookies, and pixel tags Information we collect from Technical Data: your network type, network operator name, subscriber identity module (“SIM”) operator name, SIM country, carrier name, operating system version, device model, performance and data usage (i.e., data storage amount, Central Processing Unit (“CPU”) and memory consumption); battery status, battery usage patterns, power consumptions, lists of other installed applications, listing of types (i.e., Gmail, Yahoo, etc.) of other email accounts configured to your device, device information related to your choice of settings for your device such as Wi-Fi, Global Positioning System (“GPS”) settings, and Bluetooth settings, and copies of information that you choose to backup from your phone Information we collect when we scan your Wi-Fi network: Internet service provider’s name, Wireless network’s name, Information about the capabilities of your Wi-Fi network, such as type of internet connection, make and model of your router, and maximum download and upload speed, Information about the health of your Wi-Fi network, such as measured levels of congestion, packet loss, jitter, latency, and throughput, IP addresses or any other identifiers of any devices that are connected to the network, and Information about each device’s internet usage, such as the device’s signal strength from the router and the maximum speed at which your device can operate with respect to your router
Geolocation Information	GPS, cell tower, and Bluetooth location data if you enable geolocation on your device operating system and are you using a location-based service. You may turn this off at any time within the device settings
Sensory information	Audio information from customer interactions with call center representatives, photos or videos should you download and use an Asurion photography mobile application, or photos of your device taken by a service provider to confirm that it was damaged and has been repaired, and audio, text, or video information from your use of our communications tools
Inferences from Personal Information	Inferences we draw from the Personal Information we collect from you to potentially offer products or services that we believe would be a good fit for you

## Categories of sources of Personal Information

We collect Personal Information from the following categories of sources:

- Directly from you;
- Partners and affiliates that assist us in providing products and services to you;
- Non-affiliated companies to assist us in providing, maintaining and operating our services or marketing; and
- Non-affiliated companies that provide us with demographic information.

## Business purposes for collecting Personal Information

We may use or disclose the Personal Information we collect for one or more of the following business purposes:

- Fulfill a service to you;
- Establish and verify your identity;
- Handle and resolve billing disputes;
- Monitor and maintain the performance and functionality of the device consistent with your choices;
- Activate and maintain your account;
- Provide technical support and click-to-chat functionality;
- Protect and improve our services;
- Offer updates, notices and other information about applications and services available from Asurion or its affiliates as permitted by law. (Note: at any time you may choose to withdraw your consent to Asurion’s use or disclosure of your Personal Information for marketing and promotional purposes by contacting Asurion as outlined in Where to turn with questions section of this Policy);
- Respond to your questions, inquiries, comments and instructions;
- To enforce the applicable Terms of Service;
- Comply with the law and defend our rights;
- Track and analyze de-identified data and provide such data to third parties that provide services to Asurion;
- Protect against fraud and potential fraud;
- Notify you of any known breach of your Personal Information; and
- Maintain the security and integrity of Asurion’s systems and services.

## Disclosure of Personal Information for a business purpose

We may disclose your Personal Information to the following categories of third parties:

- Non-affiliated companies to assist us in providing, maintaining and operating our services or marketing. These companies are required to comply with the principles set out in this Policy and only use such information for the purposes for which it was provided to them; and
- A third-party, in the event of a proposed or actual purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of its business or of any assets or shares of our business or a division thereof in order for you to continue to receive the same or similar products and services from the third-party. In such an event, we will provide notice of any material change to this Policy, or our Services, in the manner described in this Policy. In these circumstances, Personal Information may be shared with the actual or prospective purchasers or assignees, or with the newly acquired business.

In the preceding 12 months, we have disclosed the following categories of Personal Information to third parties for a business purpose:

- Identifiers;
- California Customer Records personal information categories;

- Protected classification characteristics under California or federal law;
- Commercial information;
- Biometric information;
- Internet or other similar network activity;
- Sensory information (i.e., audio information); and
- Inferences drawn (e.g., preferences) from Personal Information.

#### Sale of your Personal Information

We do not sell any Personal Information as the term is traditionally understood. However, under the CCPA, in the preceding 12 months certain methods of advertising we have used could be considered a sale of personal information to third parties that assist us in providing, maintaining and operating our marketing. This personal information includes the following categories:

- Identifiers;
- Internet or other similar network activity; and
- Inferences from personal information.

We use this personal information to tailor and deliver advertising that may be more relevant or interesting to you, including serving targeted ads.

You may opt out of the sale of your personal information by contacting as provided in the [Where to turn with questions](#) section below.

In addition, if you visit our website, we engage in selling that may not identify you specifically, but rather the device you use. You may opt out of this type of selling by toggling off certain cookies or other similar technologies. This is done by navigating to the “Do Not Sell My Personal Information” link on our homepage, selecting “Sale of Personal Information” and toggling off “Targeting Cookies.” You may also opt out of this type of selling by blocking and deleting cookies or similar technologies in your browser. Please note, however, that if you do decide to block cookies or similar tracking technologies, some parts of our sites may not function correctly.

We do not sell the personal information of individuals under the age of 16 if we have actual knowledge of the individual's age.

#### Access to and deletion of your Personal Information

- Information Request: By submitting an information request, you may ask that Asurion provide you with a copy of your Personal Information.
- Deletion Request: By submitting a deletion request, you may ask that Asurion delete any of your Personal Information that we have collected about you and retained, subject to certain exceptions. These exceptions include but are not limited to the following:
  - Providing a good or service that you requested, taking actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise performing our contract with you;
  - Detecting security incidents and protecting against fraud or illegal activity;
  - Debugging products and services;
  - Enabling solely internal uses that are reasonably aligned with consumer expectations;
  - Complying with a legal obligation; and
  - Making other internal and lawful uses of your Personal Information that are compatible with the context for which you provided it.

To make such an access or deletion request, please contact Asurion as provided in the [Where to turn with questions](#) section below. We will not discriminate against you for exercising any of your rights related to your Personal Information.

#### **Accountability and Governance**

Asurion has implemented various measures to monitor compliance with and enforce this Policy.

#### **Where to turn with questions**

If you have any questions about this Policy, about our site, product or service, or want to request access to, correction, or deletion of your Personal Information, or have a privacy-related complaint, you can contact Asurion's Privacy Office [here](#).

You may also contact us at 1-844-798-7701 or:

Asurion  
Attn: Privacy Office  
c/o Office of the General Counsel  
648 Grassmere Park  
Nashville, TN 37211