

## **Protech Support Terms of Service and End User License Agreement**

This Terms of Service Agreement and End User License Agreement for all ProTech Applications (“Applications” or “Apps”) and the technical support included in ProTech Support (the “Services”) (collectively, the “Agreement”) governs your use of the Apps and Services.

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

**THIS AGREEMENT LIMITS THE LIABILITY OF ASURION TO YOU AND CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES OR APPLICATIONS 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 OR DOWNLOAD OR USE THE APPLICATIONS.**

**PROTECH SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. PROTECH SUPPORT SERVICES AND THE SUPPORT TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE SERVICES, THE APPLICATIONS, OR ANY QUESTIONS RELATED TO THIS AGREEMENT.**

### **Terms and Conditions Applicable to the Applications and the Services**

**1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "We" and "Our" and "Us" mean Asurion Mobile Applications, LLC with respect to the Applications, and Asurion Protection Services, LLC with respect to the Services, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services or downloads or uses the Applications and any person or entity represented by that individual; and (c) the word "Device(s)" means the devices that We have designated as eligible for coverage under the Protech Support program, and any additional devices as updated in Asurion's sole discretion; and (d) the words "Applications" and "Apps" mean any and all applications developed and provided by Asurion and downloaded by You as part of Your ProTech plan, which includes the ProTech application and any add-on applications available now or in the future, and any website and software provided in connection with the Applications; for purposes of clarification, "Applications" and "Apps" do not include any applications developed and provided by any third parties.

**2. DESCRIPTION OF PROTECH SUPPORT SERVICES.** ProTech Support is a monthly subscription service for the provision of personalized concierge support Services and Applications to assist with most “how-to” and functionality questions relating to mobile devices and mobile applications. ProTech Support includes assistance in the following categories:

**A. Basic Functionalities:** such as mobile device interoperability; transferring contacts; downloading and/or syncing files and music; storing, retrieving and managing files; sending and receiving pictures;

**B. Email/Internet Connectivity:** such as setting up GPRS/3G/4G data connection, email and messenger on mobile devices; blocking spam/junk emails; browsing and Internet/Wi-Fi connectivity;

**C. Device Onboarding:** such as offering mobile device and streaming setup and optimization via appointment scheduling or a digitally led experience.

**D. Entertainment/Personalization:** such as social media website support; installing and removing apps, including social media application; activating and using GPS and Navigation; and entertainment and streaming support (e.g., setup, apps, preferences and settings);

**E. Streaming Advisor:** such as presenting recommendations via ProTech for setting up and optimizing a customer’s streaming experience.

**F. Performance Promise:** such as initial triage and assessment of your device designed to optimize device speed, device signal strength and battery performance.

**G. Technical Support:** such as difficulties with display issues; software issues; SIM card issues; email setting errors; and other.

**Performance Promise** includes a series of checkpoints provided by ProTech that will help you optimize and maintain your device's performance over time. These checkpoints may include an initial triage and assessment of your device, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for recommended maintenance based on device age and performance. You can access Performance Promise at any time from the date of your initial enrollment as needed based on device performance.

ProTech Support may be provided by means determined by Asurion at its sole discretion and could include (but is not limited to) call, interactive voice response, click-to-call, messaging, web, digital, in-store or in person. ProTech Support is provided to and available on the wireless phone number enrolled in ProTech Support and its associated eligible Device(s). You must provide the enrolled wireless phone number, including area code, when seeking assistance.

**3. ELIGIBLE DEVICES.** An eligible device is required for the provision of ProTech support ("Eligible Device"). For a list of Eligible Devices, go to [att.com/protectioncenter](http://att.com/protectioncenter).

**4. PRIVACY POLICY & PASSWORDS.** Asurion's Privacy Policy is available for review in the Applications and 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 or Apps. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services or Apps, 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 or Apps, You should immediately change or reset those passwords.

**5. CHARGES.** We will bill you a monthly recurring subscription fee for the ProTech support per each enrolled wireless phone number. Charges will automatically be billed to your active Liberty Mobile wireless account and will be part of your Liberty Mobile Mobility bill. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon you or upon Liberty Mobile. You will remain liable to pay any and all charges and fees for ProTech support even if Liberty Mobile does not resolve your problem for reasons described in Section 2 – Description of ProTech Support Services of this Agreement. Payment for all charges is made in advance. In the event this Agreement and the provision of the ProTech support is terminated, the charges relating to the Services will be prorated for the time period after such termination. You will receive a credit on your enrolled wireless phone number for the prorated amount within 1 to 2 billing cycles after termination of the Services.

**6. 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 or Apps, and that You may incur data usage or other fees or charges if You use the Services or download or use the Apps. 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 or Apps.

**7. 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 AND APPLICATIONS 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 OR APPLICATIONS, 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 OR

APPS WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES OR APPS 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 OR APPS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES OR APPS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES OR APPS SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES OR APPS. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES OR APPS AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES OR APPS 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 OR APPS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**8. 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 OR APPLICATIONS, 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 OR APPS. 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 AND APPS 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.

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

**A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services or Applications, 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.

**10. CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services or Applications 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.

**11. THIRD-PARTY CONTENT.** The Services or Applications 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.

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

**13. INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services or Applications; (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.

**14. 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.

**15. 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.

**16. TERMINATION OR CHANGE OF THE SERVICES OR APPLICATIONS.** We reserve the right to modify this Agreement, including changing any term, condition, fee, expense, or charge regarding the Services, and Your continued use after modification represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services or Applications 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 or Apps at any time and for any reason. Any refund of fees or charges We may agree to pay will be limited to the fees You paid in the prior month for the Services or Apps as applicable. We may provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by email or other such means as Asurion determines to be most practicable.

**17. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and Applications 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.

#### **Additional Terms Specific to the Services**

**18. SCOPE OF THE SERVICES. The Services are developed and provided by Asurion.** The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or Original Equipment Manufacturer (“OEM”) drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of OEM software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

**19. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all Eligible Devices, pursuant to Your carrier agreement, and the respective users thereof between the hours of 8:00 a.m. to midnight ET (Monday – Friday) and 10:00 a.m. to 10:00 p.m. ET (Saturday-Sunday). The Services will be available to You for the term of Your applicable plan with Your carrier. To use the Services, You or the individual seeking service on behalf of Your company may be required to provide identifying information including whether such user is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 1-866-727-1998.

**20. COMMERCIALY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information

from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

**21. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner or the authorized user of the Device or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

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

**23. BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any 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.

**24. USE.** The Applications are intended for Your personal use only, and You may download and use them only if You can form a binding contract with Us and You are not a person who is barred by applicable laws from downloading or using the Applications. The Applications are operated from facilities in the United States, and We make no representation that the Applications are appropriate or available for use in other locations.

**25. LICENSE.** We grant You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Applications solely as permitted by their functions. We grant You no other rights, beyond what is expressly granted, and We hereby reserve any and all other rights.

**26. FUNCTIONS.** The Applications include several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Us and/or Your wireless carrier. We do not warrant that the Applications will be compatible with or operable on Your Device. You acknowledge and agree that not all of the functions of the Applications may be available to You at all times or at any time. Your Device must be powered on and within Your network carrier's coverage area for the Applications to operate. We reserve the right to change, suspend or discontinue any of the Applications and/or any of the functions of the Applications at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to any of the Applications. We will not assume any liability if You do not have the most current version of any of the Applications on Your Device.

**27. PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address, mobile phone number, or other identifying information and create a password in order to use some or all of the Applications, or to access certain features and functions of some or all of the Applications. If required, You agree to provide Us with complete and accurate information when creating Your account and using any of the Applications. You are solely responsible for any activity occurring on or in relation to Your account and for keeping Your password confidential,

and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Applications on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

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

**29. RESTRICTIONS ON USE.** You shall not use the Applications in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of Asurion or of any third party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the Applications; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Applications; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Applications to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Applications.

**30. MISUSE.** You shall not misuse the Applications, including, without limitation, using the Applications in any manner that: (a) interferes with or interrupts the Applications or any hardware, software, system or network connected with the Apps; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another’s privacy rights; (c) uses functions of any of the Applications on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any of the Applications or any other computer software or hardware.

**31. AUTOMATIC BACKUP AND RESTORE OF PHOTOS AND VIDEOS.** If available, one or more of the Applications may automatically store or backup your photos and videos each time you open the Application, by making and transferring a copy of such photos and videos over the Internet to a remote data center operated by Asurion or an affiliate or partner of Asurion. There may be limitations on the size of each video and on the total size of photos and videos that can be backed up and secured. The Application will scan Your Device in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage operation. This operation requires Asurion to collect information related to Your files, Your Device configuration and specification, and Your Device usage. Such Applications may allow You to use Your Device to share Your photos and videos with third parties who have access to such Applications. This function, if available, requires Asurion to make and distribute a copy of the photo or video selected to such third party, and will only be utilized with Your knowledge and authorization. You give Asurion permission to access, collect, and store Your photos and videos, to transmit all photos and videos to the remote data center operated by Asurion or an affiliate or partner of Asurion, and to transmit photos and/or videos to a third party upon Your request. If You use those functions, You may incur data charges. Asurion assumes no duties related to Your photos and videos, including any duty to preserve or monitor such files. Asurion reserves the right to restrict or limit the ability to store or backup Your photos and videos and to delete Your photos and videos at any time, for any reason and without notice or liability to You.

**32. DATA COLLECTION AND USE.** Some or all of the Applications and Your use of some or all of the Applications and their functions may collect and convey certain data and information about Your Device, including without limitation telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Such data may be conveyed to a ProTech Support representative during Your contact with such representative through the Applications, including during any remote access of Your Device by such representative, which function will only be utilized with Your knowledge and authorization. Your use of any services provided to You by a ProTech Support representative through any of the Applications is also governed by the ProTech Support Terms of Service. Except for any backup features of the Applications described above, the Applications do not collect personal information,

including but not limited to, Your contacts, photos, or videos. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion Privacy Policy, which is available for review in the Applications. Device data collection can be turned on or off by You at any time within the settings of the Applications.

**33. OPEN SOURCE AND THIRD PARTIES.** Asurion may use third parties to provide the Services and the Applications. Some or all of the Applications may include open source or third-party software, and Your use of the Applications is subject to any licenses or agreements governing that software.

**34. COMPLIANCE WITH U.S. EXPORT LAWS.** By downloading the Applications, you acknowledge that the Apps are subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Apps.

#### **ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE**

The following additional terms and conditions apply to You if You downloaded the Applications from the Apple App Store ("iTunes-Sourced Software"). You acknowledge and agree that this Agreement is between You and Asurion only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Asurion. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Asurion. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or Your possession or use of that iTunes-Sourced Software infringes intellectual property rights, Asurion, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by this Agreement. You and Asurion acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement as relates to Your license of the iTunes-Sourced Software and that upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to Your license of the iTunes-Sourced Software against You as a third-party beneficiary thereof.

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