Cox Mobile Protection Plan

Insurance Coverage Certificate,
Service Contract Terms and Conditions,
and Tech Support Terms of Service

Cox Mobile Protection Plan Summary of Key Terms and Conditions

Cox Mobile Protection Plan	**Monthly Charge (per enrolled mobile number): Tier 1- $7; Tier 2 - $12; Tier 3 - $15.** Includes Insurance, Service Contract, and Tech Support.
Billing	**Your Protection Plan will continue to renew monthly until canceled.** Monthly charges are billed to your monthly wireless bill. Applicable deductibles or service fees are paid by credit card at time claim is approved. All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.
Covered Incidents	**Insurance:** Loss, theft, unrecoverable and damage (excluding ADH) **Service Contract:** Accidental Damage from Handling (ADH) from day 1, and mechanical and electrical breakdowns (malfunction) due to defects in materials or workmanship or normal wear and tear after the manufacturer's warranty expires. **Tech Support:** Access to tech support to answer virtually any tech question about the associated mobile device – from setup to troubleshooting and more. For coverage to apply to a mobile device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.
Replacement Device	Claims fulfilled with a replacement device and approved by 12am CT Mon-Sat (10am CT Sun) will be shipped and in most cases delivered the next business day. Replacement devices may be new or refurbished of the same or like kind and quality model. Phone color, brand, model and features may be different.
Covered Device	Includes the wireless device and, if part of the covered loss, standard battery (if removable), standard battery charger, standard watch band and SIM card.
Bring Your Own Device	When you activate a previously owned, compatible unlocked device on the Cox Mobile network, it may be eligible for enrollment in Cox Mobile Protection at the time of activation. For previously owned Apple devices, only iPhone 11 and Apple Watch Series 6 or newer models are eligible. The applicable deductibles and service fees for the specific device make/model tier, as assigned under the Cox Mobile Protection Program, applies for all approved claims. For a full list of devices by tier, call 888-275-5108 or visit asurion.com/claims/coxmobile. Replacement options will vary. Device must be in good working condition and may be subject to inspection prior to enrollment.
Service Contract: Screen Repair for Eligible Phones	As soon as same-day screen repair may be available for eligible phones in select areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For a list of eligible phones, visit asurion.com/claims/coxmobile or call Asurion at 888-275-5108.
Battery Replacement	If an eligible wireless phone powers on and the battery fails to maintain an adequate charge after diagnostic testing, we will repair the eligible wireless phone by replacing the battery after the manufacturer's warranty expires. Available in select areas.
Claims Limits	**Insurance:** Three (3) claims per consecutive 12-month period. $3,500 maximum value per claim. **Service Contract:** Three (3) ADH claims (excluding cracked screen repairs), per consecutive 12-month period. $3,500 maximum value per claim.

Cox Mobile Protection Plan is a combination of insurance, service contract, and technical support. The insurance is underwritten by Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc. (in California, Agent License #0B35141; in Iowa, Agent #1001000131) is the Agent and provides claims servicing under this program. Includes insurance similar to other insurance sold separately for up to $4.25. The service contract is provided by Asurion Technology Services, Inc., or one of its affiliates. The technical support is provided by Asurion Technology Services, Inc. and Asurion Mobile Applications, LLC.

Terms and conditions are subject to change and contain limitations and exclusions.

The Asurion Privacy Policy is available at **www.asurion.com/pdf/asurion-app-privacy**.

Summary of Key Terms and Conditions *- continued*

Cancellation Policy	You may cancel your optional coverage at any time and receive a refund of your unearned monthly premium/charges.
Arbitration	Program coverage contains binding arbitration (express state exemptions may apply; please see your terms and conditions).
Deductibles & Service Fees	A non-refundable deductible or service fee will be charged for each approved insurance or service contract claim. Amounts are based on device tier and claim type. For a full list of eligible devices by tier, call Asurion at 888-275-5108 or visit asurion.com/claims/coxmobile. Please visit asurion.com/pdf/cox-mobile-terms-and-conditions/ to refer to your terms and conditions anytime your device changes.

Deductibles and Service Fees

A nonrefundable deductible or service fee will be charged at the time of approved claim, payable by credit card. Amounts may vary by tier as determined by device model.

	TIER 1	TIER 2	TIER 3
INSURANCE DEDUCTIBLES			
Loss/Stolen	$50	$180	$249
Damage (excluding ADH)	$29	$99	$99
SERVICE CONTRACT SERVICE FEES			
Cracked Screen Repair (ADH)*	$29	$29	$29
Operational Failure – Malfunction	$29	$99	$99
Battery replacement** Repair by battery replacement	$0	$0	$0
ADH Replacement	$29	$99	$99
TECH SUPPORT			
Tech support Click-to-chat support for device set up and troubleshooting	$0	$0	$0
Photo + Cloud Storage Unlimited, full-resolution photo and video storage	$0	$0	$0

* Cracked screen repair is available for select phones subject to parts, location and technician availability.

** Available for eligible phones outside of the manufacturer's warranty period that power on but fail to hold an adequate charge after diagnostic testing. Available for select phones in select areas.

Cracked Screen Repair

- As soon as same-day screen repair with a $29 service fee
- Options for eligible phones include: Repair by mail (available for all customers), choose a repair location (in select locations, subject to parts availability), have a technician come to you (in select locations, subject to parts and technician availability)
- Your repaired phone comes with a 12-month limited warranty

Phones Eligible for Screen Repair

To find current phone eligibility, go to **www.asurion.com/claims/coxmobile**.

Replacement Device

- A replacement device will be shipped and delivered as soon as the next day (subject to parts, location and availability)
- The replacement device will be the same make/model you claim if available. If unavailable, a comparable make/model will be substituted.
- Claims may be fulfilled with new or refurbished equipment
- Your replacement device comes with a 12-month limited warranty

Important Disclosures

Digital Communications

If you have provided, or in the future will provide, your email or other electronic address to Cox Mobile®, we may communicate program information and legal notices to you through electronic means.

Cancellation Policy

You may cancel your optional coverage at any time and receive a prorated refund of your unearned monthly charge.

Coverage Certificate, Service Contract, and Tech Support Terms of Service

The Coverage Certificate, Service Contract, and Technical Support Terms of Service are the entire agreement between you and the insurer or provider company, as applicable, and contain the complete terms and conditions of the coverage. Asurion will send you complete terms and conditions after your enrollment; however, if you would like to review the complete terms and conditions before you enroll, you may ask your sales representative.

Coverage is Optional

Insurance, Service Contract, and Tech Support coverage is optional, and you are not required to purchase in order to buy Cox Mobile services or devices. Insurance program enrollment and replacement authorization shall be at the sole discretion of Allianz Global Risks US Insurance Company; Asurion Insurance Services, Inc., the plan Agent; or any other authorized representative of Allianz Global Risks US Insurance Company, in accordance with the terms of the Coverage Certificate and applicable law. Service Contract program enrollment and replacement authorization shall be provided by Asurion Technology Services, Inc., or one of its affiliates, in accordance with the terms and conditions of the Service Contract.

Customer Satisfaction

Asurion Insurance Services, Inc. and Allianz Global Risks US Insurance Company strive to satisfy every customer and ask that you allow us the opportunity to resolve any question, concern, or complaint you may have by calling us at 888.275.5108. You may also call the Arkansas Insurance Department to request a complaint form at (800) 852-5494 or (501) 374-2640, or write the Arkansas Insurance Department at 1 Commerce Way, Suite 102 Little Rock, AR 72202. The consumer hotline for the California Department of Insurance is 800.927.HELP (4357), and the Maryland Insurance Administration is 800.492.6116. The Illinois Department of Insurance can be contacted to file a consumer complaint online at the Illinois Department of Insurance's website or by mail. The Department maintains a Consumer Division in Chicago at 320 W. Washington Street, Chicago, IL 60603 and in Springfield at 520 E. Main Street, Springfield, IL 62706. In Indiana, if you need (a) the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email: State of Indiana Department of Insurance Consumer Services Division, 311 West Washington Street Suite 300, Indianapolis, Indiana, 46204; consumer hotline: (800) 622-4461 or (317) 232-2395; complaints can be filed electronically at: http://www.in.gov/idoi.

Dispute Resolution/Binding Arbitration

The Coverage Certificate, Service Contract, and Technical Support Terms of Service contain a binding and individual Arbitration Agreement, which will be sent to you as part of the Coverage Certificate, Service Contract, and Technical Support Terms of Service. You can also obtain a complete copy of the Arbitration Agreement by visiting **asurion.com/claims/coxmobile**. You should read the Arbitration Agreement carefully and completely, since it affects your rights.

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

Non-Return Fee

If your device is damaged, malfunctioning or if your lost device is later found, you can avoid non-return fees of up to $2,000 (the fee is based on the cost of the claim to the insurance or obligor company) by simply returning the device as directed by us in the return envelope that we provide to you.

Fraud

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon, this note does not apply.

Duplication of Coverage

The Coverage Certificate may provide a duplication of coverage already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This insurance is primary over any other insurance you may have.

Associate Qualifications

Unless otherwise licensed, Cox Mobile associates are not qualified or authorized to evaluate the adequacy of your existing insurance coverage. Questions regarding this plan should be directed to Allianz Global Risks US Insurance Company's licensed agent, Asurion Insurance Services, Inc.

Insurance Limitations and Exclusions

The insurance coverage contains these limitations and exclusions. Loss caused by indirect or consequential loss, intentional acts, obsolescence, cosmetic damage, faulty repair, unauthorized repair or replacement, discharge, dispersal or seepage, abuse, failure to follow the manufacturer's instructions, manufacturer recall, mechanical or electrical failure, damage to batteries (unless otherwise covered as part of an Included Accessory when part of a Loss to other Covered Property), malware, nuclear reaction, war, seizure, nonstandard software, and failure to reasonably protect the device from further loss. Complete exclusions and limitations can be found in the full terms and conditions.

Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Coverage Certificate/Policy, the Service Contract, and the Technical Support Terms of Service when you enroll. Your sales representative can print them at your request.

Notice for Washington Residents

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

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

TO ENROLL

Visit coxmobile.com, dial **800–234–3993** from your phone or visit a store location.

TO FILE A CLAIM

Device lost, stolen, damaged or not working? No problem.

Visit **www.asurion.com/claims/coxmobile**, available 24/7, or call **888–275–5108** daily from 7 am – 11 pm CT.

NOTE: Holidays may affect hours of operation.

If your device was lost or stolen, remember to call Cox to suspend your service at **800–234–3993**.

IF YOU HAVE A TECH SUPPORT QUESTION

From set-up to troubleshooting, if you have questions visit **asurion.com/coxmobilesupport**, available 24/7, or call **888–275–5108** daily from 7am – 11pm CT.

NOTE: Holidays may affect hours of operation.

INFORMATION TO HAVE HANDY:

- Your Cox Mobile phone number
- Credit card for deductible or service fee
- Device manufacturer, make, model
- Date and cause of loss/damage

You must file the claim within 60 days of the incident.

Cox Mobile Protection Plan
Insurance Coverage Certificate

ALLIANZ GLOBAL RISKS US INSURANCE COMPANY
COMMERCIAL INLAND MARINE
PORTABLE ELECTRONIC COMMUNICATIONS EQUIPMENT
COVERAGE CERTIFICATE

Please read this entire Coverage Certificate ("**Certificate**") carefully. It explains each party's rights and duties and what is and is not covered. A copy of the Master Policy under which this Certificate is issued ("**Policy**") is available for your review.

In this Certificate, the words "**you**" and "**your**" mean the "**Insured Subscribers**" (as defined in in Section VIII. DEFINITIONS). The words "**we**," "**us**" and "**our**" mean Allianz Global Risks US Insurance Company. The word "**Agent**" means Asurion Insurance Services, Inc..

All other capitalized words and phrases in this Certificate have special meaning and are defined in Section VIII. DEFINITIONS.

I. COVERAGE.

In exchange for premium paid when due, we will insure the Covered Property as described in Section I.A. COVERAGE PLAN, provided that any Loss occurs while your coverage is in effect. The information about your coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference into this Certificate. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

A. COVERAGE PLAN.

This Certificate provides coverage that protects your Covered Property if it is physically damaged, lost, stolen or unrecoverable.

B. COVERAGE PERIOD.

Coverage does not begin until your request for coverage is approved.

If your request is approved, coverage is retroactive to the date it was submitted. You will be notified within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

Coverage continues month-to-month unless cancelled.

C. PAYMENT OF PREMIUMS.

You are responsible for the payment of all premiums. Your premium is determined by the device tier of your Covered Property, as shown in the schedule below.

Equipment Category	Monthly Premium Per Enrolled Wireless Number
Tiers 1 – 3	Insurance Premium is included in the Cox Mobile Protection Plan monthly charge

D. DEDUCTIBLE.

You must pay a non-refundable deductible for each approved repair or replacement before your claim can be completed. The deductible amount is based on the device tier of the claimed Covered Property, as shown in the deductible schedule.

Equipment Category	Deductibles Applicable to Each Lost, Stolen, Unrecoverable Claim
Tier 1	$50.00
Tier 2	$180.00
Tier 3	$249.00

Equipment Category	Deductibles Applicable to Each Damage Claim
Tier 1	$29.00
Tier 2	$99.00
Tier 3	$99.00

NOTE: When applicable, an additional non-returned device charge may apply if you fail to return the Covered Property as directed (See Section IV.H. DUTIES IN THE EVENT OF A LOSS).

II. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMIT.

We will pay a maximum of $3,500.00 for each approved repair or replacement.

B. AGGREGATE LIMIT.

We will provide a maximum of three (3) repairs or replacements of Covered Property per Wireless Number in any one twelve (12) month period.

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

If you meet the aggregate limit, coverage will end immediately (subject to Section VI.A.3. CANCELLATION) and we will notify you that your coverage has ended and no future premiums are due.

In any case, the twelve (12) month period is calculated based on the Date of Loss for each covered Loss.

III. EXCLUSIONS.

This insurance does not cover the following:

A. Indirect or consequential loss, including loss of use, interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in the repair or replacement of Covered Property.

B. Loss to or damage of:

1. Any property or device that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Any wireless device with a unique identification number (IMEI or ESN, etc.) that has been altered, defaced or removed.
5. Data, Nonstandard External Media, and Nonstandard Software.
6. Batteries (unless otherwise covered as an Included Accessory when part of a Loss to the Covered Property).
7. Included Accessories (unless part of a Loss to other Covered Property).

C. Loss due to or resulting, directly or indirectly, from:

1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.
2. Abuse or use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, failure to follow the manufacturer's installation, operation or maintenance instructions, or any act that voids the manufacturer's warranty.
3. Obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
4. Cosmetic damage that does not affect the function of the Covered Property, including scratches, marring and changes or enhancement in color, texture, or finish.
5. Unauthorized repair or replacement.
6. The discharge, dispersal, seepage, migration, release or escape of Pollutants from the Covered Property.
7. Error or omission in design, programming, or system configuration of the Covered Property, or any condition which results in or is covered by a manufacturer's recall.
8. Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
9. Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
10. Mechanical or Electrical Failure.
11. Malware.
12. Accidental damage from handling the Covered Property as a result of normal use ("ADH").

IV. DUTIES IN THE EVENT OF A LOSS.

A. If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.

B. If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.

C. You must report a Loss to our Agent within sixty (60) days from the Date of Loss. You must submit all claims through our Agent for our approval.

D. You must cooperate in the investigation of your claim. If requested, you must:

1. Provide the following within sixty (60) days of our Agent's request:
   (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;
   (b) a copy of the original bill of sale;
   (c) a photocopy of a valid state or federal government issued photo I.D. that is not a student or professional license or I.D.; and/or
   (d) any other information required to approve your claim.
2. Permit us or our Agent to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.

E. You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

F. If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

G. You must take possession of the repaired or replacement device as follows:

1. If we replace your Covered Property, you must take delivery of the replacement device within sixty (60) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.
2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within sixty (60) days of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.

H. If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Agent direct otherwise. If we provide a replacement device, we may require you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within fifteen (15) business days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Agent and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

I. If you fail to comply with these duties, including failure to timely report the Loss, provide the requested information, or cooperate in the investigation and processing of your claim, or otherwise act in a way that increases the Loss or prejudices our right to properly evaluate your claim, your claim may be denied.

V. CONDITIONS IN THE EVENT OF LOSS.

A. If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility.

B. You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.

C. At our option, we will repair the Covered Property with substitute parts or provide a replacement device; repaired or replacement devices:

1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device category to which you were assigned;
2. May be either new or refurbished, and may contain original or non-original parts; and
3. May be a different brand, model or color.

D. Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device tier as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.

E. At our option, we may require that the Service Provider, our Agent or the manufacturer examine the Covered Property during our evaluation of your claim.

F. If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

VI. ELIGIBILITY AND CANCELLATION.

A. CANCELLATION.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to or call: Asurion Customer Care Center P.O. Box 110656, Nashville, TN 37222-0656, 888-275-5108.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We or the Service Provider will mail or deliver to you written notice of cancellation at least thirty (30) days prior to the effective date of cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
   (a) We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
   (b) We will cancel your coverage under this Certificate immediately, without notice, or by providing notice as required by law, for nonpayment of premium.
   (c) We will cancel your coverage under this Certificate immediately if you meet the aggregate limit (See Section II.B. AGGREGATE LIMIT) under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit until we send notice of cancellation to you.

(d) We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.

4. If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. If you cancel coverage under this Certificate, we will refund any unearned premium on a pro-rata basis. The cancellation will be effective even if the refund has not been made or offered.

NOTE: If you are cancelled under Section VI.A.3.(c) CANCELLATION, you will remain ineligible for twelve (12) months from the date of cancellation.

B. HOW NOTICE OF CANCELLATION IS PROVIDED.

1. Notices required by Sections VI.A.2. or VI.A.3. CANCELLATION, will be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections VI.A.2. or VI.A.3. CANCELLATION, by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. We must designate the Covered Property as eligible for coverage.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any Allianz Global Risks US Insurance Company coverage certificate issued to you by your Service Provider within the previous twelve (12) months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

VII. ADDITIONAL CONDITIONS.

A. All claims filed under this Certificate will be fulfilled within thirty (30) days after you:

1. Provide satisfactory proof of ownership and Loss to our Agent; and
2. Satisfy all of your duties under Section IV. DUTIES IN THE EVENT OF A LOSS.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.

C. You may not assign this Certificate without our written consent.

D. We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, failure to satisfy the non-returned device charge or deductible on a prior Loss.

E. If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. You may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is:
   (a) Someone covered under this Certificate; or
   (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant.

This will not restrict your coverage.

F. 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 Allianz Global Risks US Insurance Company, our Agent, and the Service Provider, as defined herein.** Most of your concerns about this Certificate can be addressed simply by contacting us at 888-275-5108. 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 Policy.

(b) Is governed by the Federal Arbitration Act.

(c) Covers any dispute you have with us concerning or related, directly or indirectly, to this Policy.

(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 thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

(b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

(c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. Fees:

(a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.

(b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. Arbitration Decision:

(a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

(b) If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.

– We will pay you the greater of the damages or seven thousand five hundred dollars ($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.

G. No one may bring legal action, including arbitration, against us under this Certificate unless:

1. There has been full compliance with all terms of this Certificate; and

2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

H. The coverage territory is the United States and its territories but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

I. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.

J. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.

K. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.

L. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.

M. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.

O. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.

P. It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT BE RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

Q. We have no responsibility for delays or failures in performance due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control, and in such event, we may cancel this Policy coverage with thirty (30) days' notice or other longer period as required by law.

VIII. DEFINITIONS.

A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Agent.

B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.

C. "Covered Property" means: The eligible wireless device owned or leased by you for which: 1) the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID)) of such wireless device is reflected in the records of the Service Provider at the time your coverage initially became effective; and 2) for which outgoing airtime usage has been logged with the Service Provider on your account after coverage became effective; unless you have logged outgoing airtime on a different wireless device immediately prior to the time of loss, in which case such wireless device becomes the covered property so long as: i) such wireless device is owned or leased by you and you provide us proof of ownership or lease and ii) airtime usage was logged on such device on your account with the Service Provider immediately prior to the time of loss.

D. "Data" means: information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, applications, books, games, magazines, photos, videos, ringtones, music, and maps.

E. "Date of Loss" means: the date a Loss to the Covered Property occurs.

F. "Included Accessories" means: if part of the covered loss, one Subscriber Identification Module (SIM) card; one standard battery, one standard battery charger and one standard watch band.

G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.

H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:

1. Who have been enrolled in and accepted for coverage under this Certificate.
2. Who have a complete description of their Covered Property on file with us or our Agent.

   Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.

I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.

J. "Malware" means: malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.

K. "Mechanical or Electrical Failure" means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

L. "Nonstandard External Media" means: physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.

M. "Nonstandard Software" means: software, other than Standard Software.

N. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. "Service Provider" means: Cox Wireless, LLC

P. "Standard External Media" means: physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.

Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.

R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

IX. STATE CHANGES.

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

A. STATE CHANGES – Section VII. F. ARBITRATION AGREEMENT is amended as follows:

If you are a resident of Arkansas, Georgia, Louisiana, or Oklahoma; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

The Arbitration Agreement does not apply if you are a resident of Nevada.

B. STATE CHANGES – MISCELLANEOUS

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Sections IV.D.2 and VII.F.: You may elect to have an attorney present during questioning. (iv) The following is added to Sections VI.A.4: We or the Named Insured will return any unearned premium due to the insured that paid the premium within 60 days after the effective date of cancellation. (v) The following is added to Section VII.B: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (v) Section VII.G.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VI.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Arkansas: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888-275-5108. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, you have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102 Little Rock, AR 72202.

Colorado: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Connecticut: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

District of Columbia: In the event of arbitration, the rules for arbitration according to the District of Columbia Official Code will apply. Any arbitration occurring under this Policy shall be administered in accordance with the District of Columbia Uniform Arbitration Act, unless the District of Columbia Uniform Arbitration Act is silent as to any applicable procedural requirement, in which case the Arbitration Rules will control as to such procedural requirement.

Georgia: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Idaho: Section VI.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Indiana: Section VII.F. Arbitration Agreement is amended to add the following: If you are a resident of Indiana, the resolution of any disputes pursuant to this Section VII.F shall be governed by the laws of the State of Indiana and relevant applicable federal law.

Illinois: (i) Section VI.A.1. is amended by adding the following: Upon receiving the certificate of insurance, you have (15) days to cancel coverage without premium being charged. (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.4. is amended by adding the following: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us within fifteen (15) days after receipt of the refund by the Service Provider. (iv) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (v) In Section VIII.W., the terms "electromagnetic field" and "electromagnetic pulse" are deleted. (vi) The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Chicago, IL 60603, by phone at (877) 527-9431 or online at https://mc.insurance.illinois.gov/messagecenter.nsf (online form) or https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf (printable format).

Iowa: The second sentence in Section VI.A.3.(c) is amended as follows: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VI.A.3.(b) is amended as follows: We will cancel your coverage under this Certificate upon fifteen (15) days' notice for nonpayment of premium. (ii) The following is added to Section VI.A.3: We will not cancel your coverage under this Certificate based solely upon the age of your Covered Property. (iii) Section VI.A.4 is amended as follows: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. No penalty will be charged for early cancellation. The cancellation will be effective even if the refund has not been made or offered. (iv) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (v) The second sentence of Section VII.M. is amended as follows: In the event of any material change in the coverage terms, you will be provided at least thirty (30) days written notice of such changes. (vi) NOTE "B" below is amended as follows: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF INSURANCE FRAUD.

Kentucky: (i) The following is added to Section III. Exclusions C.1.: "However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss, provided that the loss is otherwise covered under this Coverage Certificate and the perpetrator of the loss is criminally prosecuted for the act causing the loss. (ii) The title of Section VII.F., including all references to Section VII.F., is changed to "ARBITRATION". (iii) The second sentence of the first paragraph under Section VII.F. is deleted and replaced with the following: It explains your rights, subject to Section IX (State Changes). (iv) The phrase "or small claims court agreement" in the third sentence of the first paragraph of Section VII.F. is deleted and replaced with "provision." (v)The fifth sentence of the first paragraph of Section VII.F. is deleted and replaced with the following: In the event we cannot resolve any dispute with you, YOU AND WE MAY AGREE IN WRITING AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION (DESCRIBED BELOW) OR COURT OF APPROPRIATE JURISDICTION. (v) Section VII.F.1.b is deleted. (vii) In Section VII.F.1.(d) the phrase "small claims" is deleted. (vii) Section IX.A. STATE CHANGES does not apply to Kentucky residents.

Maine: (i) The first paragraph of Section VI.A.3. is deleted and replaced with the following: We may non-renew or otherwise change the terms and conditions of this Certificate by providing notice at least 30 days prior to the effective date. We may only cancel this Certificate prior to the expiration of the term for the following reasons: (ii) The following is added to Section VI.A.3.: (e) We will cancel your coverage under this Certificate upon thirty (30) days' notice, or other longer period as required by law, for substantial change in the risk which increases the risk of loss after coverage has been issued or renewed, failure to comply with reasonable loss control recommendations, substantial breach of contractual duties, conditions or warranties, or determination by the superintendent that the continuation of the coverage will jeopardize our solvency or result in violation of the insurance laws of this or any state. (iii) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

Maryland: (i) Section VI.A.2. "thirty (30) days" is amended to "forty-five (45) days". (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(a) "fifteen (15) days'" is amended to "forty-five (45) days'". (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (vi) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VII. G. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fifth sentence of Section VII. F., the following language is deleted in its entirety: INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Michigan: This Certificate is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Mississippi: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Missouri: The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH YOUR CHOICE OF BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Montana: (i) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (ii) Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888-275-5108. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. (iii) The following is added to Section VII.K: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section VIII.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative. (v) Throughout the policy, the phrase “at our sole option” is deleted and replaced with “at our discretion”.

Nebraska: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation.

Nevada: Section VI.A.3.(a) “fifteen (15) days’” is amended to “ten (10) days’”.

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation. (iii) Section VI.A.3.(c) “thirty (30) days’” is amended to “fifteen (15) days’”. (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

North Dakota: (i) The first paragraph of Section VI.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days’ notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VI A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least ten (10) days before the effective date of cancellation or thirty (30) days’ notice for fraud or misrepresentation. (b) If this Certificate has been in effect for ninety (90) days or more, we may cancel for one or more of the following reasons: 1. Nonpayment of premiums with ten (10) days’ notice of cancellation; 2. Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; 3. Your actions that have substantially increased or changed the risk insured; 4. Your refusal to eliminate known conditions that increase the potential for loss after notification; 5. Substantial change in the risk assumed unless reasonably foreseen; 6. Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or 7. A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide thirty (30) days’ notice of cancellation. (iii) The following paragraph is added to Section VII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least sixty (60) days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: VII.F. Arbitration Agreement or Small Claims Court Agreement is amended to include the following additional language: If an arbitration decision is not issued within three (3) months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) Section III.C.1. is deleted and replaced with the following: Intentional, dishonest, or fraudulent acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others. (ii) Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation. (iv) Section VII. F. is deleted and replaced with the following: 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 and according to Oregon law.

Pennsylvania: (i) Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days’ notice of cancellation.

Puerto Rico: (i) Section VI.A.3. is amended to provide at least sixty (60) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days’ notice of cancellation. (iii) Section VI.A.3.(c) “thirty (30) days’” is amended to “fifteen (15) days’”. (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: P.O. Box 11065, Nashville TN 37222-0656

South Dakota: (i) Section VI.A.3. is amended to provide at least twenty (20) days’ notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(a) “fifteen (15) days’” is amended to “twenty (20) days’”. (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days’ notice of cancellation. (iv) Section VII.G(2) is amended as follows: “The action is brought within six (6) years after you first have knowledge of the Loss or other events that are the basis of the action.”

United States Virgin Islands: (ii) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICATION OVER THE DISPUTE. (iii) Section VII.F.1.(d) is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iv) Section VII. G. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

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

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

Washington: (i) Section VI.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (iii) Section VII.G.2 is deleted and replaced with the following: The action is brought within four (4) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

West Virginia: Section VII. F. Arbitration or Small Claims Court Agreement is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888-275-5108. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.

Wyoming: (i) Section VI.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (iii) Section VII.G.2 is deleted and replaced with the following: The action is brought within four (4) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.

Any questions regarding the coverage provided under this Certificate should be directed to our Agent as follows:

Asurion Customer Care Center
P.O. Box 110656, Nashville TN 37222-0656
888-275-5108

APEI 0002 V.COX2 (06/19)

Cox Mobile Protection Plan
Service Contract Terms and Conditions

Cox Mobile Protection Plan

THIS PROTECTION PLAN ("CONTRACT") IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT 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 THE CONTRACT CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please call customer service at 888-275-5108 or go online to asurion.com/claims/coxmobile.

Program Provider*:

Asurion Technology Services, Inc.
Asurion Technology Services of Florida, Inc.

*As used in this Contract, "We," "Us," and "Our" means the provider obligated under this Contract as follows: If this Contract is purchased in Florida, Asurion Technology Services of Florida, Inc., and if purchased in any other jurisdiction, Asurion Technology Services, Inc., whose address is P. O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. This Contract is only available in the following states: Arkansas, Arizona, California, Connecticut, Florida, Georgia, Iowa, Idaho, Kansas, Louisiana, Nebraska, Nevada, Ohio, Oklahoma, Rhode Island and Virginia. "You" and "Your" means the person who purchased this Contract. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of Cox Wireless at the time of purchase.

These Contract terms, conditions, limitations and exclusions,together with Your monthly bill ("Bill") from Cox Wireless (the "Contract") govern the Program, so You should keep this Contract for future reference. Your Cox Wireless wireless telephone number for the Covered Device is Your Contract number. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of Cox Wireless at the time of purchase.

Agreement. You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your email address to Us or Cox Wireless, LLC, You are authorizing Us to communicate with You electronically. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Cox Wireless, LLC. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the provision in this Contract regarding cancellation.

Definitions.

1> "Cox Wireless" means Cox Wireless, LLC and any affiliates or successors of Cox Wireless, LLC, the seller of the Program. You can write to Cox Wireless, LLC at 6205 Peachtree Dunwoody Rd., Atlanta GA 30328 or call 1-855-422-9077. **2> "Asurion"** means Asurion Technology Services of Florida, Inc, in Florida and Asurion Technology Services, Inc. You can write to Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or call 866-856-3882. **3> "Administrator"** means Asurion. **4> "Covered Device"** means a device that We have designated as eligible for coverage under the Program, which is activated for wireless telecommunications service for the enrolled Cox Wireless wireless telephone number on Your account with Cox Wireless on the date the Operational Failure or Accidental Damage from Handling of the Covered Equipment occurs and for which air time has been logged by Cox Wireless as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card. **5> "Operational Failure"** means after the manufacturer's warranty expires, a mechanical, electrical or structural failure of the Covered Equipment to operate due to defects in materials or workmanship, including those due to normal wear and tear, and/or the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on asurion.com/claims/coxmobile. **6> "Accidental Damage From Handling" ("ADH")** means from the date of enrollment, unintentional or accidental damage that occurs in the course of normal use or handling. **7> "Replacement Device"** means the new or refurbished wireless device of comparable kind and quality to the Covered Equipment which We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment. **8> "Date Issued"** means for devices that enrolled within thirty (30) days of activation, the date You enrolled in coverage under this Program.For devices that enrolled after thirty (30) days, means the date You activated Your device. **9> "Program"** means the Cox Mobile Protection Plan described in this Contract

What is Covered. If the Covered Device fails due to an Operational Failure or ADH, We will repair it, or, at Our sole option, replace it with a Replacement Device. Non-original parts may be used for repair or replacement of the Covered Device. You are not entitled to receive cash, though We may elect to provide a cash settlement for the cost to replace the Covered Device, as determined by Us, in lieu of actual replacement or repair of the Covered Device. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on asurion.com/claims/coxmobile, We will repair, or, at Our sole option, replace an unlimited number of standard batteries. If failure occurs in the standard battery, standard charger, or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure or ADH of the Covered Device, We will also repair, or, at Our sole option, replace one (1) standard battery, one (1) standard charger(s), one (1) standard watch battery, and one (1) Subscriber Identification Module (SIM) Card(s), as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. **Replacement Equipment will be NEW OR REFURBISHED, at Our sole discretion.** The wireless device included with the Replacement Equipment immediately becomes the Covered Device. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Device that We replace.

Contract Period. Your coverage begins on the date You enrolled in the Program and continues month to month unless cancelled or fulfilled pursuant to the provisions below. We may elect not to renew the Program upon thirty (30) days written notice to You. The Program is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits as outlined in the "Definitions" provision during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Program continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Program's terms and conditions.

Charges. You will be billed once each month for the cost of this Contract on Your monthly billing statement from Cox Wireless. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, sales taxes, and regulatory surcharges and assessments, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Device.

To Obtain Service. At Our sole discretion, We will provide for claim fulfillment at our repair centers, select Asurion Authorized Service Providers, by mail, or by sending a remote technician to Your location. You may visit asurion.com/claims/coxmobile twenty-four (24) hours a day, seven (7) days a week or call 888-275-5108 between 7am – 11pm CT. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Program. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Program. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.

You must file Your claim within sixty (60) days of an ADH or Operational Failure. If You fail to file Your claim within sixty (60) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Device, You may be required to mail or deliver Your Covered Device for repair as directed by Us. If We arrange for the replacement of Your Covered Device, We will provide the Replacement Device by mail within ten (10) business days, or We may require You to pick up the Replacement Device at a retail location in Your area. We may require You to provide a government issued photo i.d., other than a professional or student license or i.d.

Claim Limit. A maximum of unlimited cracked screen repairs and battery replacements for eligible phones, and Operational Failures and three (3) ADH claims for eligible devices will be allowed in any twelve (12) month period. For any single claim, the maximum amount We will spend to replace or repair the Covered Device is $3,500.00.

Claim Service Fee/Deductible. For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim as set forth in the schedules below:

Covered Device Tier:	ADH Cracked Screen Repair:	ADH Replacement:	All other Operational Failures (excl. battery repair/replacement)	Battery Repair/ Replacement
Tier 1	$29.00	$29.00	$29.00	$0.00
Tier 2	$29.00	$99.00	$99.00	$0.00
Tier 3	$29.00	$99.00	$99.00	$0.00

Return of Replaced Device/Non-return Charge. A Covered Device approved for replacement must be returned to Us. You will be required to return the failed Covered Device to Us at Our expense within fifteen (15) business day(s) of delivery of the replacement product, in the return mailer that was shipped to You. You must return the Covered Device as directed by Us and according to the instructions, including the instructions to unlock the Covered Device, included in the return mailer, or pay a non-returned Device charge based on the model of Covered Device that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED DEVICE AS DIRECTED.

Charge for Non-Covered Claims. If We ship You a Replacement Device, We will notify You in writing within ten (10) days of the return of the replaced Covered Device and will notify You if We determine the returned Covered Device did not suffer ADH or an Operational Failure covered by the Program. A non-covered claim charge applicable to the model of Replacement Device We provided will be applied to Your Bill unless You return the Replacement Device, in good working order, at Your cost of shipping within ten (10) days of Our notification. If You return the Replacement Device as required by this Contract, We will return to You Your original Covered Device and a $15.00 shipping and restocking charge will be included on Your Bill.

What is not Covered.

The Program does not cover:

1> Incidental or consequential damages, 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, except as otherwise stated herein; 2> damage resulting from acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, damages caused by third-party actions, improper installation, or customer negligence; 4> pre-existing Operational Failures or ADH of the Covered Device occurring before the time it was established as the Covered Device; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Covered Device however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the Covered Device; 6> any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs, or inherent defects that are the responsibility of the manufacturer; and 7> service or replacement outside of the USA and outside of the District of Columbia.

Further, Covered Device does not include and the Program does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Battery chargers (one (1) standard charger will be provided with Replacement Device on approved claims for replacement of the Covered Device if the charger has also failed); 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, and SIM Card,), including but not limited to: color face plates, personalized data, or customized software, such as personal information managers

(PIMs), ring tones, games, or screen savers. 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer. 6> Covered Device that is missing any part or parts.

Cancellation. This Contract is provided on a month-to-month basis and may be cancelled by You at any time for any reason by notifying Cox Wireless. This Contract may be cancelled by Us or Asurion for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If the Contract is cancelled: (a) by You within thirty (30) days of the receipt of this Contract, You will receive a full refund of all monthly Contract payments made by You under this Contract, including sales tax, 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 Contract, 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 Contract fee, including sales tax, 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, and all other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with Cox Wireless, or any Cox Wireless feature Cox Mobile Protection Plan that You purchase in combination with this Contract, for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

Insurance. This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Colombia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington. Wisconsin, Wyoming and all other jurisdictions as required by law. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883 to report Your claim.

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

Prohibitions on Transfer and Abuse of the Program. This Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made to the Covered Device. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

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

Waiver. No waiver in whole or in part of any term or condition of this Contract will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the Covered Device. We will post the current claim service fee schedule at asurion.com/claims/coxmobile, or You can ask for the current fee at any Cox Wireless store or by calling 888-275-5108.

Terms and conditions vary for Cox Wireless customers purchasing in some jurisdictions as set forth in this Contract.

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) Cox Wireless (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Contract can be addressed simply by contacting Us at 888-275-5108. 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.**

- **This A.A.:**
  - **a.** Survives termination of this Contract.
  - **b.** Is governed by the Federal Arbitration Act.
  - **c.** Covers any dispute You have with us concerning or related, directly or indirectly, to this Contract.
  - **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.
- **Arbitration Process:**
  - **a.** How to start arbitration.

- Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
- Describe the dispute and relief sought in the Notice.
- If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

c. Any hearing will take place in the county or parish of your mailing address unless You and We agree to a different location.

- **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.

- **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.

If You Reside In One Of The Following States, These Provisions Apply To You:

State specific provisions:

In Arizona: If your written notice of cancellation is received prior to the expiration of the term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assignees, subcontractors and/or representatives, or to any conditions that the the dealer knew or reasonably should have known. The Arbitration Agreement of this Contract does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item (3) of subsection one (1) of the **WHAT IS NOT COVERED** section is deleted and replaced with the following: "loss, theft, abuse, misuse, intentional damage, damages caused by third-party actions, improper installation, or customer negligence while owned by you." Obligations of Asurion under this Contract are backed by the full faith and credit of Asurion.

In California: For all products other than home appliances and home electronic products, the Cancellation section is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, 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. We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by You to Us, or the Plan being discontinued by Us.

> **The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at 1-866-856-3882 or by writing the administrator at: P. O. Box 061078, Chicago, IL 60606-1078. This Plan is offered on a month to month basis, COX Wireless may offer other service contract programs and benefits which may be provided to You by Cox Wireless. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.**

In California, the form number for use under this Plan is as follows:
549 (06/20)
v.COX2

In Connecticut: Contact Us at 888-275-5108 with questions, concerns, or complaints about the Program In the event of a dispute with us or the administrator that cannot be resolved, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Contract. In the event Your product is being serviced by an authorized service center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

In Florida: The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

In Georgia: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Contract is terminated by us prior to the expiration of the 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 provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Allianz Global Risks US Insurance Company pursuant to O.C.G.A. 33-7-6.

In Nevada: If the Contract is terminated, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Contract has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Contract term due to the following reasons: 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 Contract. 3)You engage in fraud or material misrepresentation in obtaining this Contract or in filing a claim for service under this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or 5) 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 Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was purchased or last renewed. The fourth sentence of the Cancellation provision is deleted and replaced with the following: "In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time." The following language is added to item (5) of subsection two (2) of the WHAT IS NOT COVERED provision: "if the product is modified or altered without our authorization, We will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Contract." Contact Us at 888-275-5108 with questions, concerns or complaints about this Contract. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

In New Hampshire: Contact Us at 888-275-5108 with, questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, 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 the Contract is subject to RSA 542.

In New Mexico: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Contract term, 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 Contract; (3) You engage in fraud or material misrepresentation in obtaining this Contract; (4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increase the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

In North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Covered Device. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

In Oklahoma: Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. Oklahoma license number: 44199295.

In Oregon: The Arbitration Agreement provision of this Contract is replaced with the following: "For the purpose of this arbitration agreement, references to "We" and "Us" include only Asurion and itsthe respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. Most of Your concerns about the Program can be addressed simply by contacting us at 888-275-5108. 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."

In South Carolina: Contact us at 888-275-5108 with questions, concerns or complaints about the Program. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

In Texas: If You purchased this Contract in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if you cancel this Contract and a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is returned to Us. Contact Us at 888-275-5108 with, questions, concerns, or complaints about the Contract. If You purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider 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. The Cancellation provision of this Contract is amended to provide that "any refund owed and not paid or credited within 45 days notice of cancellation is received will include a 10% penalty per month." The Insurance provision of this Contract is amended to add the following: "If We fail to provide You any refund owed within 45 days of cancellation of this Contract, You may apply for reimbursement to the insurer directly at 1-888-466-7883." Texas license number: 579

In Utah: NOTICE.
This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. The second sentence in the Cancellation section is deleted and replaced with the following: “This Contract may be cancelled by Us or Asurion 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.” Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible.

In Virginia: Contact Us at 888-275-5108 with questions, concerns or complaints about this Contract. In the event You do not receive satisfaction under this Contract within 60 days after Your request, You may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

In Wisconsin: **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 of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Device or its use. If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice will include the effective date of cancellation and the reason for cancellation. 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 PARTICPATE IN CLASS ARBITRATIONS, CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **2>** subsection 1.(b) is deleted in its entirety.

In Wyoming: Prior notice is not required if the reason for cancellation is nonpayment of the Contract fee, a material misrepresentation by You to Us or Cox Wireless, or a substantial breach of duties by You relating to the Cox Wireless service or its use. The Arbitration Agreement provision of this Contract is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “We” and “Us” include the Contract Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Contract, please go to: asurion.com/claims/coxmobile.

Cox Mobile Protection Plan
Tech Support Terms of Service

TECHNICAL SUPPORT TERMS OF SERVICE

This Terms of Use and Service Agreement for the Technical Support Application ("APP") and technical support included in the Technical Support Services (the "Services") (collectively, the "Agreement") governs your use of the APP and Services.

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

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE APP 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 DOWNLOAD AND/OR USE THE APPLICATION OR THE SERVICES.

TECHNICAL SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. TECHNICAL SUPPORT TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT TERMSOFSERVICE@ASURION.COM FOR INFORMATION ABOUT THE APP AND THE SERVICES.

Terms and Conditions Applicable to APP and the Services

1. **Definitions.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Mobile Applications, LLC with respect to the APP, and with Asurion Technology Services, Inc 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 downloads or uses the APP and/or Services and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices with operating systems Android 4.2+ and iOS 9.0+, and any additional devices as updated in Asurion's sole discretion.

2. **Privacy Policy & Passwords.** You acknowledge that when you download, install, or use the APP and/or utilize the Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the APP. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the APP or certain of its features or functionality and the APP may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this APP is subject to our Privacy Policy which is available at https://www.asurion.com/privacy-policy/, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the APP and Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the APP and/or 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 APP and/or 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, or incur data usage or other fees or charges if You use the Service and/or download and use the APP. 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 and/or APP.

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 AND APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND/OR APP, 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 AND/OR APP WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR APP 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 AND/OR APP WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR APP WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR APP SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES AND/OR APP. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR APP AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE APP TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALLY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR APP, 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 AND/OR APP, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE DEVICE, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES AND/OR APP. 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/OR APP 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 and/or APP can be addressed by contacting Asurion at **TERMSOFSERVICE@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 AND 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 and/or APP, whether based in contract, tort, statute, fraud, misrepresentation or otherwise.

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

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

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

   E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

7. **CLASS ACTION WAIVER.** In furtherance of Section 6A to this Agreement, any Claim arising out of or post cancelation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Section 7 shall expressly survive cancelation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

8. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services and/or APP shall be brought within one year of the events giving rise to the claim, and failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

9. **THIRD-PARTY CONTENT.** The Services and/or APP 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. You acknowledge and agree that Asurion is not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.

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

11. **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 and/or APP; (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.

12. **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.

13. **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.

14. **TERMINATION OR CHANGE OF THE APP AND SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the APP or 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 APP or 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 APP or Services as applicable.

15. **GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the APP and Services are appropriate or available for use outside of the United States. We cannot guarantee that the APP and Services are compliant with any laws outside of the United States.

16. **ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

ADDITIONAL TERMS SPECIFIC TO THE APP

17. **USE.** The APP is developed and provided by Asurion. The APP is intended for Your use only. You may download and use the APP only if You can form a binding contract with Asurion and You are not a person who is barred from downloading or using the APP by laws of the United States or any other applicable jurisdiction.

18. **LICENSE.** Asurion grants You a personal, revocable, non-transferable, non-exclusive limited right to download, install, access and non-commercial use of the APP solely as permitted by its functions and, where applicable, strictly in accordance with the APP's documentation. Asurion grants You no other rights, beyond what is expressly granted to You herein, and Asurion hereby reserves any and all other rights.

19. **RESERVATION OF RIGHTS.** You acknowledge and agree that the APP is provided under license, and not sold, to you. You do not acquire any ownership interest in the APP under this Agreement, or any other rights thereto other than to use the APP in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Asurion and its licensors and service providers reserves and shall retain their entire right, title, and interest in and to the APP, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

20. **FUNCTIONS.** The APP includes several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Asurion and/or Your carrier. Asurion does not warrant that the APP will be compatible with or operable on Your Device or that any particular APP function will be available to You. You acknowledge and agree that not all of the APP functions 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 APP to operate. Asurion reserves the right to change, suspend or discontinue the APP and/or any of its functions at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to the APP. Asurion will not assume any liability if You do not have the most current version of the APP on Your Device. Functions include but are not limited to:

    A. **CLICK-TO-CALL.** If available, the Click-to-Call function may allow You to call a representative for assistance. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

    B. **CLICK-TO-CHAT.** If available, the Click-to-Chat function may allow You to interact with and receive assistance from a representative on Your Device. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

    C. **REMOTE ACCESS.** If available, the Remote Access function may allow a representative to remotely access, with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of our third party providers. You expressly consent to our support technicians remotely accessing Your Device and any other devices included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of the function may convey certain information about Your Device to the representative, including, without limitation, Your settings information and information regarding Your files and content.

    D. **AUTOMATIC BACKUP AND RESTORE OF PHOTOS AND VIDEOS.** If available, APP functions may automatically store or backup your photos and videos each time you open the APP, 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 APP 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. You give Asurion permission to access, collect, and store this information, and to transmit all photos and videos to the remote data center operated by Asurion or an affiliate or partner of Asurion. 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.

    E. **IN-PHONE GALLERY VIEW.** If available, the APP functions may provide you a gallery through which You may view the photos and videos stored on Your Device or that have been backed up through the APP to the server operated by Asurion or an affiliate or partner of Asurion. Such gallery function may also allow You to download and restore photos and videos that have been transferred to such server but are no longer stored on Your Device. If You use this function, You could incur data charges.

    F. **PHOTO AND VIDEO SHARING.** If available, the APP functions may allow You to use Your Device to share Your photos and videos with third parties who have access to the APP. This function, if available, will only be utilized with Your knowledge and authorization. This operation requires Asurion to make and distribute a copy of the photo or video selected to such third party. You give Asurion permission to access, collect, store, and transmit any such copies from the remote data center operated by Asurion or an affiliate or partner of Asurion back to Asurion. 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.

    G. **Performance Promise.** Includes access to certain services, that you become eligible for on the date of your initial enrollment in Cox Mobile Protection Plan and continues so long as you maintain your enrollment in program. Your Performance Promise services include a series of checkpoints 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 during your enrollment as needed based on device performance.

    H. **DATA COLLECTION AND USE.** If available, the APP may collect and convey certain data and information about Your Device. 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, available at https://www.asurion.com/privacy-policy/.

21. **PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address, mobile phone number, and/or other identifying information and create a password in order to access certain features and functions. If required, you agree that you will provide Asurion with complete and accurate information when creating Your account and using the APP. You are solely responsible for any activity that occurs 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 APP on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

22. **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.

23. **RESTRICTIONS ON USE.** You shall not use the APP in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right 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 APP; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the APP; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the APP to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the APP.

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

25. **UPDATES.** We may from time to time in our sole discretion develop and provide APP updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree Asurion has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either: (1) the APP will automatically download and install all available Updates; or (2) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the APP or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the APP and be subject to all terms and conditions of this Agreement.

26. **OPEN SOURCE AND THIRD-PARTY SOFTWARE.** The APP may include open source or third-party software, and Your use of the APP is subject to any licenses or agreements governing that software.

27. **COMPLIANCE WITH U.S. EXPORT LAWS.** The APP may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the APP available outside the US. By downloading the APP, You acknowledge that the APP is subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the APP.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

The following additional terms and conditions apply to You if You downloaded the APP 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.

ADDITIONAL TERMS SPECIFIC TO THE SERVICES

28. **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.

29. **AVAILABILITY OF SERVICES.** The Services are developed and provided by Asurion. The Services are available twenty-four (24) hours, seven days a week. The Services are available only for Your Devices. Where applicable, an individual seeking to use the Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 888-275-5108. You may also be able to access the App's "Click-to-Call" and "Click-to-Chat" features, if available.

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

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

32. **SUPPORT SERVICES EXCLUSIONS.** The Services do not include, among other things, (a) assistance with network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your Device; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Device; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; or (i) installation of non-sanctioned applications.

33. **COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts 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.

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

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