

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

ASURION TECH CARE 5

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the "HOW TO MAKE A CLAIM" section below.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

- I. OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states and except Florida is: **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324. In Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324.
- II. DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us" and "our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you" and "your"** mean the individual that purchased this Plan; **(3) "administrator"** means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: (855) 357-8324; **(4) "seller"** means Asurion, the seller of this Plan; **(5) "covered product" and "covered products"** mean the item(s) listed in SECTION VI. of this Plan that are owned by you, and are registered for coverage under this Plan; **(6) "breakdown"** means the mechanical or electrical failure of a covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH") for eligible portable products only; and **(7) "replacement product"** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT**. Technological advances may result in a replacement product with a lower selling price than the original covered product.
- III. INSTRUCTIONS:** This Plan, including the terms, conditions, limitations, and exclusions, and your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered products must be in good working condition prior to your enrollment in this Plan and, except as specifically set forth in SECTION V., each covered product must be in good working order prior to the date it is registered for coverage under this Plan. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered products. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered products prior to the commencement of service; repairs to your covered products may result in the deletion of such data files.
- IV. TERM OF COVERAGE:** The term and monthly billing for this Plan begin on the date you enroll and continue on a month-to-month basis unless cancelled. Coverage for each registered covered product is as described in SECTION VI. below. If you were enrolled in another Asurion Tech Care plan immediately prior to enrolling in this Plan, please see SECTION V. below for details on your registration and registered covered products.

If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date. There will be no lapse in coverage if you relocate within our service area, provided that you notify us of the relocation. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for

which the manufacturer is responsible, and we may refer you to the manufacturer during this period. This Plan provides certain additional benefits during the manufacturer's warranty period, as described in SECTION VI., and continues to provide some of the manufacturer's benefits, as well as certain additional benefits, after the manufacturer's warranty expires. Please see SECTION VI. for additional details on what this Plan covers and coverages that begin immediately on the date of enrollment. In the event your covered product has an open approved claim under the Plan when cancellation of this Plan is effective, the term of this Plan will be extended until the claim has been completed.

V. REGISTRATION: Registration of your covered products is required. You may register the covered products at any time during the coverage term. To register your products for coverage, please go online to www.asurion.com/techcare. **Except as specifically described in SECTION V.a.v., we will not cover a breakdown to a covered product that occurs before the product is registered for coverage under this Plan.** Changes and/or updates to your registered covered products can be made by updating your account at www.asurion.com/techcare.

a. WAITING PERIOD: Once a product is registered, it becomes a covered product. **However, each covered product is subject to a thirty (30) day waiting period beginning on the date of registration before coverage becomes effective.**

- i. If we reimburse you for the replacement of a covered product, that product is removed from registration, and you can select a new product to register. The product you select will be subject to the thirty (30) day waiting period described above.
- ii. If we replace a covered product with a replacement product, the replacement product will be automatically registered in the previous covered product's registration slot, and it will not be subject to the thirty (30) day waiting period described above. You will have the option remove the replacement product from registration and register a different product, in which case the covered product you elect to register in that registration slot will be subject to the thirty (30) day waiting period described above.
- iii. If you register a home appliance and you subsequently replace that covered product with a different product of the same product type (for example, you registered a refrigerator as a covered product and later replaced it with a different refrigerator), the thirty (30) day waiting period described above will not apply to the newly acquired product, and it will replace the previously registered covered product in your account registration.
- iv. If you register a mobile phone as a covered product and identify the associated mobile device number ("MDN") in your registration, and you subsequently transfer the MDN to a different mobile phone, as verified in our discretion, the thirty (30) day waiting period described above will not apply to the mobile phone on which your registered MDN is in use, and it will replace the previously registered covered product in your account registration.
- v. If you have been enrolled in this Plan for at least ninety (90) days, and have not previously made any claims under this Plan, we will, as a one-time courtesy, waive the registration requirement and thirty (30) day waiting period described above for your first claim on an unregistered product, provided you have an available registration slot, and the breakdown occurred after the date of your enrollment in this Plan. The claimed product will become a registered covered product under this Plan. You are not eligible for a one-time exception to the thirty (30) day waiting period for your first claim on an unregistered product if you previously made an approved claim under any Asurion Tech Care plan.

b. IF YOU CHANGE YOUR COVERED PRODUCTS: You may change your registered covered products by updating your account at www.asurion.com/techcare. **If you unregister and remove a covered product from registration under this Plan, coverage ceases immediately for that product. EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION V.a.v.:**

- i. **NO CLAIMS WILL BE APPROVED ON AN UNREGISTERED PRODUCT, REGARDLESS OF WHETHER THE BREAKDOWN OCCURRED WHILE IT WAS REGISTERED FOR COVERAGE, UNLESS IT IS SUBSEQUENTLY REREGISTERED FOR COVERAGE UNDER THIS PLAN, SUBJECT TO THE APPLICABLE REGISTRATION AND WAITING PERIOD REQUIREMENTS DESCRIBED ABOVE.**
- ii. **EACH NEW COVERED PRODUCT YOU REGISTER IS SUBJECT TO A THIRTY (30) DAY WAITING PERIOD BEFORE YOU CAN MAKE A CLAIM ON THAT COVERED PRODUCT. NO CLAIMS WILL BE APPROVED ON A COVERED PRODUCT FOR THE FIRST THIRTY (30) DAYS FOLLOWING REGISTRATION.**

c. IF YOU INCREASE YOUR COVERAGE: If you move from this Plan to an Asurion Tech Care plan with more coverage, your available registration slots and claim limit increases as set forth in your applicable Asurion Tech Care terms. Your coverage continues on all your registered covered products, and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.

d. IF YOU DECREASE YOUR COVERAGE: Eligibility to move from this Plan to an Asurion Tech Care plan with less coverage is dependent on the total cost of all approved claims you made in the previous twelve (12) months. If the total cost of all approved claims you made in the previous twelve (12) months is greater than or equal to the aggregate limit of the Asurion Tech Care plan you wish to enroll in, you will not be eligible to enroll in that plan.

- i. If you are eligible to move from this Plan to an Asurion Tech Care plan with less coverage, your available registration slots and claim limit decreases as set forth in your applicable Asurion Tech Care terms.
- ii. If the number of registered covered products you currently have is less than or equal to the number of registered devices you will have in your new Asurion Tech Care plan, your coverage continues on all your registered covered products and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- iii. If the number of registered covered products you currently have is greater than the number of registration slots you will have in your new Asurion Tech Care plan, you will be required to select the registered covered products that will continue to have coverage under your new Asurion Tech Care plan in order to complete your enrollment in the new plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than the aggregate limit of the Asurion Tech Care plan you wish to enroll in. All approved claims made under this Plan or another Asurion Tech Care plan, including those associated with previously registered covered products you removed from coverage, will remain on your account for twelve (12) months following the date of claim.

e. IF YOU HAD PREVIOUS COVERAGE:

- i. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had five (5) or fewer registered covered products, your coverage continues on all your registered covered products, and any claims approved while you were enrolled in any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- ii. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had more than five (5) registered covered products, you will be required to select the registered covered products that will continue to have coverage under this Plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than \$4,000.00, the rolling twelve (12) month aggregate limit of this Plan. All approved claim(s) under any Asurion Tech Care plan, including those associated with previously registered covered products you remove from coverage, will remain on your account for twelve (12) months following the date of claim.

f. IF YOU RE-ENROLL IN THIS PLAN: Re-enrollment in this Plan following cancellation for meeting or exceeding the rolling twelve (12) month aggregate claim limit will be subject to our approval. If you terminate this Plan and you re-enroll at a later date, the cost of any claims made under this Plan, or any Asurion Tech Care plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

VI. WHAT IS COVERED: This Plan covers your covered products in the event of a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in SECTION XII. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you the fair market value of the covered product as determined by us, based on our determination of the replacement value, age, and condition of the covered product immediately prior to the breakdown. All reimbursements will be made via check, gift card, or Hyper Wallet, subject to our sole discretion. The resolution paths described above may not be available for all claims and/or covered products. In some cases, you may have the option to elect a resolution path. The administrator will notify you of which resolution paths you qualify for at the time of claim. On-site, depot, or carry-in service may be available for repairs; the administrator will inform you what type of service your covered product qualifies for when you file your claim. At the time of claim, we may offer you the option to replace your covered product with an upgraded product. In such case, the applicable upgrade fee will be provided to you at the time of claim and will be in addition to any claim service fee applicable to your claim. Non-original parts may be used for repair of the covered products. **Please note: if your covered products are still in the manufacturer's warranty period, service under this Plan may void or result in service denial from the manufacturer's warranty.**

a. BEGINNING ON THE DATE OF ENROLLMENT: Coverage under this Plan also includes:

- i. Unlimited access to technical assistance and support for your covered products and all electronics in your home. You can access technical support at www.asurion.com/techcare, or (855)-357-8324 during the term of this Plan. Technical support terms of service can be accessed at www.asurion.com/techcare-techsupport.

ADH and power surge coverage provided by this Plan begins after the applicable waiting period described in SECTION V.a.

All other coverage provided by this Plan begins after the expiration of the manufacturer's warranty for each covered product or the applicable waiting period set forth in SECTION V., whichever is later.

- b. COVERED PRODUCTS:** This Plan covers up to five (5) of the following products, including up to one (1) mobile phones, of any size and any brand, not to exceed twenty (20) years of age, as outlined below. Products described below are not covered products under this Plan until they are registered in accordance with SECTION V. of this Plan. You may be eligible to add additional coverage registration slots for up to three (3) covered products (including mobile phones) to your account. Please access your account at www.asurion.com/techcare or (855) 357-8324 to confirm your specific coverage limits under this Plan.

Mobile Phones:

- Mobile phones, cellular phones, and/or smartphones (collectively referred to as "mobile phone" or "mobile phones").

Home Tech:

- Desktops, laptops, and tablets (collectively referred to as "PC" or "PCs"). Each PC can include up to one (1) of each of the following: external keyboard or external mouse. You will not be charged a service fee for the repair or replacement of PC accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- eReaders.
- Headphones.
- PC or Gaming Monitors (wired or wireless).
- External hard drives.
- Modems.
- Routers.
- Paper printers and multifunction printers.
- LCD, LED, OLED or QLED Televisions (collectively referred to as "television" or "televisions"). Televisions include coverage for the original remote control. You will not be charged a service fee for the repair or replacement of television accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Gaming systems. Gaming systems include the original remote control(s). You will not be charged a service fee for the repair or replacement of Gaming system accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Fitness Tracker.
- Smart Watches.
- Virtual Reality Headsets.

Home Appliances:

- Refrigerators.
- Freezers.
- Wall Ovens.
- Ranges.
- Cook-tops.
- Dishwashers.
- Washers.
- Dryers.
- Washer/Dryer Combos.

Smart Home Tech:

- Smart Alarm Keypads.
- Smart Light Dimmer.
- Smart Motion Sensor.
- Smart Home Device Hubs.
- Smart Plugs.
- Smart Thermostats.

- Smart Door Locks.
- Smart Home Security Cameras.
- Smart Video Doorbells.

- c. **CARRY-IN SERVICE:** If a covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered products.
- d. **ON-SITE SERVICE:** If a covered product requires on-site service, an adult (eighteen (18) years of age or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered products.
- e. **REPAIR DEPOT SERVICE:** If a covered products is not eligible for carry-in or on-site service, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered products.
- f. **REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we provide you a replacement product or reimbursement for the fair market value of your covered product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

VII. HOW TO MAKE A CLAIM: In the event your covered product experiences a breakdown while coverage is in effect, you may file a claim by going online to www.asurion.com/techcare-claims twenty-four (24) hours a day, seven (7) days a week, or by calling (855) 357-8324 between the hours of 8am-10pm CST Monday-Friday, or 9am-7pm CST Saturday or Sunday. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in SECTION IX. We may require you to fill out a claim facilitation form as part of your claim; we will provide instructions on how to send the completed form, along with a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to approving or providing service on your claim. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in SECTION XVIII. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit as set forth in SECTION XII. All claims under this Plan must be reported to us within ninety (90) days of the date the breakdown occurs; breakdowns that occur during the term of this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective.

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

IX. SERVICE FEE: In the event your covered product experiences a breakdown, you must pay a service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid by you and received by us before we provide service, and may be paid with a valid debit or credit card, or with the payment method stored on your account. A service fee does not apply to the repair or replacement of PC, television, or gaming system accessories, however, the associated costs will apply toward your aggregate claim limit under SECTION XII.

Product Type	Repairs (for eligible devices)	Replacements
Mobile Phones	\$29	\$99
Home Tech	\$0	<p>\$0: External Hard Drives, Modems, Monitors, Routers, Smart Home- Alarm Keypad, Smart Home- Device Hub, Smart Home- Light Dimmer, Smart Home- Motion Sensor, Smart Home- Smart Plug</p> <p>\$49: Fitness Trackers, Headphones, Smart Home Door Locks, Smart Home Video Doorbells, Smart Home- Security Camera, Smart Home- Thermostat, Smart Watch</p> <p>\$99: Desktop, E-Readers, Gaming Consoles, Handheld Gaming Systems, Printers, Tablet, Television, Virtual Reality Headset</p>
Appliances	\$99	N/A

- X. **NON-RETURN FEE:** All covered products approved for replacement or reimbursement must be returned to us unless we specifically instruct otherwise. If instructed by us, you will be required to return the claimed covered product to an authorized repair center, or we may require you to return the claimed covered product to us at our expense in the return mailer we provide, within fourteen (14) days of when your claim is approved. You must return the claimed covered product as directed by us, including unlocking the claimed covered product if applicable, or you will be charged a non-return fee applicable to the model of covered product that we replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.
- XI. **PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan, and is also listed at the top of this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis to the payment method on file with us. Any valid payment method(s) you place on file with us may be made available to you for payment of a service fee, upgrade fee, or other charge or fee payable under this Plan. It is your responsibility to maintain a valid credit or debit card, or other approved payment method on file with us to process payments, and failure to do so may result in cancellation of the Plan.
- XII. **PLAN LIMITS OF LIABILITY:**
- a. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any rolling twelve (12) month period for five (5) slots during the term of this Plan is \$4,000.00 that will increase by an additional \$2,000 for each additional coverage registration slot added to your account. The rolling twelve (12) month period begins on the date of your first claim. Following each approved claim, we will deduct the applicable cost of claim, as determined by us, from your aggregate claim limit balance. The costs associated with a covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance.
 - b. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and a covered product requires additional repairs, we may be able to provide you with information on how to get the covered products repaired, however, we will not be responsible for any costs related to these repairs. In the event you reach the aggregate claim limit, you will continue to have access to technical support, but you will not be able to make additional claims until the previous claims roll off your account twelve (12) months after each claim is completed. If you make a claim and the cost to repair or replace your covered product will exceed the remaining balance of your rolling twelve (12) month aggregate claim limit, we will either send you a reimbursement via check, gift card, or Hyper Wallet for the remaining balance of your aggregate claim limit, or complete the final repair or replacement of your covered product, at our sole discretion. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.
- XIII. **NO CLAIM REWARD:** If you have not made any claims during the previous twelve (12) months of your enrollment in this Plan, you will be eligible to receive a credit for your next month's payment if you continue enrollment in the Plan.
- XIV. **UPGRADE:** Enrollment in this Plan may qualify you to upgrade your claimed device. If available, you may choose an upgraded product instead of the claim fulfillment options available to you after completion of your claim pursuant to SECTION VII. In addition to paying the service fee as described in SECTION IX., an upgrade fee must be paid before receiving the upgrade product benefit.
- XV. **EXCLUSIONS:** This Plan does not cover the following:
- a. **Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**
 - b. **Pre-existing conditions at the time of your enrollment in this Plan or at the time a product is registered for coverage under this Plan;**
 - c. **Breakdown that occurs prior to registration of the covered product, except as specifically set forth in SECTION V.;**
 - d. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, [cleanings and alignments, and problems due to improper preventative maintenance and/or non-factory authorized installation or repairs;**

- e. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;
- f. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
- g. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;
- h. Costs associated with installation or uninstallation of any covered products;
- i. Products that are not owned by you, or leased and rented products;
- j. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when the covered product is located at our designated repair location;
- k. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education, or no problem found;
- l. Covered products whose serial number has been altered or removed;
- m. Theft or loss of the covered products;
- n. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the covered products;
- o. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- p. Parts intended for periodic replacement including, but not limited to: batteries, bulbs, external power supplies, antennas, and cartridges;
- q. Covered products primarily located and/or service outside the United States;
- r. Data or software of any kind that is deleted or damaged due to a breakdown or due to a repair or replacement under this Plan;
- s. Support or repair to software, or loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- t. Burned-in images and pixel failure within designed specifications or that do not materially alter the functionality of the covered product;
- u. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
- v. Interior and exterior pipes or plumbing;
- w. Breakdown resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;
- x. Custom-built PCs;
- y. Covered products installed in cabinetry and other types of built-in applications that are not reasonably accessible for service;
- z. Products for business or commercial use; and
- aa. Products not listed in SECTION VI. of this Plan.

- XVI. **RENEWAL:** This Plan renews on a month-to-month basis unless cancelled.
- XVII. **TRANSFER:** This Plan is not transferable.
- XVIII. **CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA, 20167 or via email at administrator@asuriontechcare.com, or by calling (855) 357-8324. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled on the date the payment was due. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud

or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, 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 Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective. Breakdowns occurring after cancellation of this Plan is effective are not covered by this Plan.

- XIX. INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If you have filed a claim under this Plan and we fail to pay, provide service, or provide you with a refund owed within sixty (60) days, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.
- XX. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THIS PLAN, ADMINISTRATION OF THIS PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THIS PLAN, YOU MAY CANCEL THIS PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS, WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.
- XXI. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.
- XXII. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
- XXIII. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.
- XXIV. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** **Please read this section carefully. It affects your rights.** For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**
- 1. THIS A.A.:**
- a.** Survives termination of this Plan.

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

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
 - 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 \$7,500.00.
 - 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.

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

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the 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 seller, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or seller knew or reasonably should have known. Pre-existing conditions are not covered under this Plan. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item **e.** of the **EXCLUSIONS** section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup performed by someone other than us or our agent, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "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 made 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 administrator@asuriontechcare.com, (855) 357-8325 or by visiting asurion.com/techcare, or by writing the administrator at: P.O. Box 1818, Sterling, VA, 20167. This Plan is offered on a month-to-month basis, SELLER may offer other service contract programs and benefits which may be provided to you by SELLER. 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:

627 (11/24)

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CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the covered products, the cost of repair of the covered products and a copy of this Plan.

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

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated at least thirty (30) days to the effective date of cancellation. The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced as follows: "If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Monthly Plan fee," If this Plan is cancelled prior to the end 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 Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** of this Plan, either party may bring an individual action in small claims court. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

MAINE RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge required under this Plan, coverage will cease upon fifteen (15) days' notice to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

MINNESOTA RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon five (5) days' notice

to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon fifteen (15) days' notice to You." The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If this Plan is cancelled by you: (a) within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax; or (b) after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee. If this Plan is cancelled by us at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee." If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons, in which case notice of cancellation will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in Section XVIII. **CANCELLATION**, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The first sentence of Section XVII. **TRANSFER** is deleted and replaced with the following: "This Plan is not transferable." The following language is added to Section XV.e. of **EXCLUSIONS**: "if the covered products are modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at (855) 357-8324 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW HAMPSHIRE RESIDENTS: Contact us at (855) 357-8324 with questions, concerns, or complaints about the Plan. If the Plan cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to you: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for [a] product[s] not belonging to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

OREGON RESIDENTS: Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

SOUTH CAROLINA RESIDENTS: Contact us at (855) 357-8324 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

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

UTAH RESIDENTS: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second, third, and fourth sentences of Section XVIII. **CANCELLATION** are deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. If you fail to make any payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation." The following sentence in Section VI. **"WHAT IS COVERED"** is deleted: "[Nonoriginal parts may be used for repair of the covered product[s].]" and replaced with: "[Non-original parts may be used for repair of the covered products if original manufacturers' parts are unavailable.]"[If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.] Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Utah."

VIRGINIA RESIDENTS: Contact us at (855) 357-8324 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at (800) 831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon twenty-one (21) days' notice to you." The fourth

sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, upon five (5) days' notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the covered product or its use. The fifth and sixth sentences of the first paragraph of Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** are amended as follows: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**" In Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** the following sentence is deleted in its entirety: "Is governed by the Federal Arbitration Act."

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us, the administrator, or the seller, or a substantial breach of duties by you relating to the seller service or its use]. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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 Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan].

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340
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Customer Name: _____

Customer Address: _____

ASURION® TECH CARE TERMS OF SERVICE

This Terms of Service Agreement for the Asurion Tech Care website platform ("Platform") and technical support included in the Asurion Tech Care Support Services (the "Services") (collectively, the "Agreement") governs your use of the Platform and Services.

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE PLATFORM AND/OR SERVICES. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE AND USING THE PLATFORM 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 PLATFORM OR THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PLATFORM OR THE SERVICES.

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

Terms and Conditions Applicable to Platform and the Services

- 1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Protection Services, LLC with respect to the Platform and Services, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and/or Platform and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices that generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, wireless network, etc., used by You and any additional devices as updated in Our sole discretion.
- 2. PRIVACY NOTICE & PASSWORDS.** You acknowledge that when you use the Platform 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 Platform and/or Services. You also may be required to provide certain information about yourself as a condition to using the Platform and/or Services or certain of its features or functionality and the Platform and/or Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Platform and the Services is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Platform and Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Platform and/or Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. 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 Platform 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 use the Platform. 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 Platform.

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 PLATFORM 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 PLATFORM, 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 PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR PLATFORM 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 PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR PLATFORM 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 PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR PLATFORM AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE PLATFORM TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR PLATFORM, 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 PLATFORM, 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 PLATFORM. 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 PLATFORM 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 Platform can be addressed by contacting Asurion at TERMSOFUSE@ASURION.COM. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL 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 Platform, 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 the ARB, any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Class Action Waiver shall expressly survive cancellation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.** If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

8. CLAIM LIMITATION. Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform 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 Platform 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 Notice 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 Notice 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 Platform 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 Platform, including ways to improve the Services and/or Platform 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 Platform; (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 PLATFORM 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 Platform 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 Platform 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 Platform or Services as applicable.

15. GEOGRAPHIC RESTRICTIONS. Asurion makes no representation that the Platform and Services are appropriate or available for use outside of the United States. We cannot guarantee that the Platform 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.

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

Additional Terms specific to the PLATFORM

17. USE. The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform 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 access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform'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 Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform 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 Platform, 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 Platform includes several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Asurion. Asurion does not warrant that the Platform will be compatible with or operable on Your Device or that any particular Platform function will be available to You. You acknowledge and agree that not all of the Platform functions may be available to You at all times or at any time. Your Device must be powered on, have internet access, and/or within Your network carrier's coverage area for the Platform to operate. Asurion reserves the right to change, suspend or discontinue the Platform 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 Platform. Asurion will not assume any liability if You do not have the most current version of the Platform 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 software.
- 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 software.
- 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.

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 Platform. 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 Platform 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 Platform ("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 Platform 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 Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

24. MISUSE. You shall not misuse the Platform, including, without limitation, using the Platform in any manner that: (a) interferes with or interrupts the Platform or any hardware, software, system or network connected with the Platform; (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 Platform 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 Platform; or (g) uses any robot, spider, or other automatic device, process, or means to use the Platform.

25. UPDATES. We may from time to time in our sole discretion develop and provide Platform 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 Platform 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 Platform 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 Platform and be subject to all terms and conditions of this Agreement.

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

27. COMPLIANCE WITH U.S. EXPORT LAWS. The Platform 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 Platform to, or make the Platform 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 Platform available outside the US. By using the Platform, You acknowledge that the Platform 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 Platform.

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. If available and depending on Your area, the Services include installations for select products, which are subject to change at any time. You must make the product intended for installation in the home accessible, and provide a safe, non-threatening environment to conduct the installation. Any in-home Services require the presence of an authorized adult, 18 years of age or older, for the entirety of the in-home appointment. Availability of the installation Services is contingent on certain criteria, including product type, customer location and appointment/technician availability.

29. AVAILABILITY OF SERVICES. The Services are developed and provided by Asurion or its authorized third party providers. The Services are available only for Your Devices. To use the Services, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Platform's "Click-to-Call" and "Click-to-Chat" features, if available. You may be able to access the Services by calling (855)-357-8324 from 7:00am-9:00pm CT, 7 days a week.

30. REPRESENTATIONS & AUTHORIZATIONS. When seeking service, 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 service 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 service, 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 any device connected to the 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.

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

ASURION TECH CARE 10

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the "HOW TO MAKE A CLAIM" section below.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

- I. OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states and except Florida is: **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324. In Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324.
- II. DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us" and "our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you" and "your"** mean the individual that purchased this Plan; **(3) "administrator"** means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: (855) 357-8324; **(4) "seller"** means Asurion, the seller of this Plan; **(5) "covered product" and "covered products"** mean the item(s) listed in SECTION VI. of this Plan that are owned by you, and are registered for coverage under this Plan; **(6) "breakdown"** means the mechanical or electrical failure of a covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH") for eligible portable products only; and **(7) "replacement product"** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT**. Technological advances may result in a replacement product with a lower selling price than the original covered product.
- III. INSTRUCTIONS:** This Plan, including the terms, conditions, limitations, and exclusions, and your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered products must be in good working condition prior to your enrollment in this Plan and, except as specifically set forth in SECTION V., each covered product must be in good working order prior to the date it is registered for coverage under this Plan. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered products. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered products prior to the commencement of service; repairs to your covered products may result in the deletion of such data files.
- IV. TERM OF COVERAGE:** The term and monthly billing for this Plan begin on the date you enroll and continue on a month-to-month basis unless cancelled. Coverage for each registered covered product is as described in SECTION VI. below. If you were enrolled in another Asurion Tech Care plan immediately prior to enrolling in this Plan, please see SECTION V. below for details on your registration and registered covered products.

If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date. There will be no lapse in coverage if you relocate within our service area, provided that you notify us of the relocation. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for

which the manufacturer is responsible, and we may refer you to the manufacturer during this period. This Plan provides certain additional benefits during the manufacturer's warranty period, as described in SECTION VI., and continues to provide some of the manufacturer's benefits, as well as certain additional benefits, after the manufacturer's warranty expires. Please see SECTION VI. for additional details on what this Plan covers and coverages that begin immediately on the date of enrollment. In the event your covered product has an open approved claim under the Plan when cancellation of this Plan is effective, the term of this Plan will be extended until the claim has been completed.

V. REGISTRATION: Registration of your covered products is required. You may register the covered products at any time during the coverage term. To register your products for coverage, please go online to www.asurion.com/techcare. **Except as specifically described in SECTION V.a.v., we will not cover a breakdown to a covered product that occurs before the product is registered for coverage under this Plan.** Changes and/or updates to your registered covered products can be made by updating your account at www.asurion.com/techcare.

a. WAITING PERIOD: Once a product is registered, it becomes a covered product. **However, each covered product is subject to a thirty (30) day waiting period beginning on the date of registration before coverage becomes effective.**

- i. If we reimburse you for the replacement of a covered product, that product is removed from registration, and you can select a new product to register. The product you select will be subject to the thirty (30) day waiting period described above.
- ii. If we replace a covered product with a replacement product, the replacement product will be automatically registered in the previous covered product's registration slot, and it will not be subject to the thirty (30) day waiting period described above. You will have the option remove the replacement product from registration and register a different product, in which case the covered product you elect to register in that registration slot will be subject to the thirty (30) day waiting period described above.
- iii. If you register a home appliance and you subsequently replace that covered product with a different product of the same product type (for example, you registered a refrigerator as a covered product and later replaced it with a different refrigerator), the thirty (30) day waiting period described above will not apply to the newly acquired product, and it will replace the previously registered covered product in your account registration.
- iv. If you register a mobile phone as a covered product and identify the associated mobile device number ("MDN") in your registration, and you subsequently transfer the MDN to a different mobile phone, as verified in our discretion, the thirty (30) day waiting period described above will not apply to the mobile phone on which your registered MDN is in use, and it will replace the previously registered covered product in your account registration.
- v. If you have been enrolled in this Plan for at least ninety (90) days, and have not previously made any claims under this Plan, we will, as a one-time courtesy, waive the registration requirement and thirty (30) day waiting period described above for your first claim on an unregistered product, provided you have an available registration slot, and the breakdown occurred after the date of your enrollment in this Plan. The claimed product will become a registered covered product under this Plan. You are not eligible for a one-time exception to the thirty (30) day waiting period for your first claim on an unregistered product if you previously made an approved claim under any Asurion Tech Care plan.

b. IF YOU CHANGE YOUR COVERED PRODUCTS: You may change your registered covered products by updating your account at www.asurion.com/techcare. **If you unregister and remove a covered product from registration under this Plan, coverage ceases immediately for that product. EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION V.a.v.:**

- i. **NO CLAIMS WILL BE APPROVED ON AN UNREGISTERED PRODUCT, REGARDLESS OF WHETHER THE BREAKDOWN OCCURRED WHILE IT WAS REGISTERED FOR COVERAGE, UNLESS IT IS SUBSEQUENTLY REREGISTERED FOR COVERAGE UNDER THIS PLAN, SUBJECT TO THE APPLICABLE REGISTRATION AND WAITING PERIOD REQUIREMENTS DESCRIBED ABOVE.**
- ii. **EACH NEW COVERED PRODUCT YOU REGISTER IS SUBJECT TO A THIRTY (30) DAY WAITING PERIOD BEFORE YOU CAN MAKE A CLAIM ON THAT COVERED PRODUCT. NO CLAIMS WILL BE APPROVED ON A COVERED PRODUCT FOR THE FIRST THIRTY (30) DAYS FOLLOWING REGISTRATION.**

c. IF YOU INCREASE YOUR COVERAGE: If you move from this Plan to an Asurion Tech Care plan with more coverage, your available registration slots and claim limit increases as set forth in your applicable Asurion Tech Care terms. Your coverage continues on all your registered covered products, and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.

d. IF YOU DECREASE YOUR COVERAGE: Eligibility to move from this Plan to an Asurion Tech Care plan with less coverage is dependent on the total cost of all approved claims you made in the previous twelve (12) months. If the total cost of all approved claims you made in the previous twelve (12) months is greater than or equal to the aggregate limit of the Asurion Tech Care plan you wish to enroll in, you will not be eligible to enroll in that plan.

- i. If you are eligible to move from this Plan to an Asurion Tech Care plan with less coverage, your available registration slots and claim limit decreases as set forth in your applicable Asurion Tech Care terms.
- ii. If the number of registered covered products you currently have is less than or equal to the number of registered devices you will have in your new Asurion Tech Care plan, your coverage continues on all your registered covered products and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- iii. If the number of registered covered products you currently have is greater than the number of registration slots you will have in your new Asurion Tech Care plan, you will be required to select the registered covered products that will continue to have coverage under your new Asurion Tech Care plan in order to complete your enrollment in the new plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than the aggregate limit of the Asurion Tech Care plan you wish to enroll in. All approved claims made under this Plan or another Asurion Tech Care plan, including those associated with previously registered covered products you removed from coverage, will remain on your account for twelve (12) months following the date of claim.

e. IF YOU HAD PREVIOUS COVERAGE:

- i. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had ten (10) or fewer registered covered products, your coverage continues on all your registered covered products, and any claims approved while you were enrolled in any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- ii. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had more than ten (10) registered covered products, you will be required to select the registered covered products that will continue to have coverage under this Plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than \$7,000.00, the rolling twelve (12) month aggregate limit of this Plan. All approved claim(s) under any Asurion Tech Care plan, including those associated with previously registered covered products you remove from coverage, will remain on your account for twelve (12) months following the date of claim.

f. IF YOU RE-ENROLL IN THIS PLAN: Re-enrollment in this Plan following cancellation for meeting or exceeding the rolling twelve (12) month aggregate claim limit will be subject to our approval. If you terminate this Plan and you re-enroll at a later date, the cost of any claims made under this Plan, or any Asurion Tech Care plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

VI. WHAT IS COVERED: This Plan covers your covered products in the event of a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in SECTION XII. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you the fair market value of the covered product as determined by us, based on our determination of the replacement value, age, and condition of the covered product immediately prior to the breakdown. All reimbursements will be made via check, gift card, or Hyper Wallet, subject to our sole discretion. The resolution paths described above may not be available for all claims and/or covered products. In some cases, you may have the option to elect a resolution path. The administrator will notify you of which resolution paths you qualify for at the time of claim. On-site, depot, or carry-in service may be available for repairs; the administrator will inform you what type of service your covered product qualifies for when you file your claim. At the time of claim, we may offer you the option to replace your covered product with an upgraded product. In such case, the applicable upgrade fee will be provided to you at the time of claim and will be in addition to any claim service fee applicable to your claim. Non-original parts may be used for repair of the covered products. **Please note: if your covered products are still in the manufacturer's warranty period, service under this Plan may void or result in service denial from the manufacturer's warranty.**

a. BEGINNING ON THE DATE OF ENROLLMENT: Coverage under this Plan also includes:

- i. Unlimited access to technical assistance and support for your covered products and all electronics in your home. You can access technical support at www.asurion.com/techcare, or (855)-357-8324 during the term of this Plan. Technical support terms of service can be accessed at www.asurion.com/techcare-techsupport.

ADH and power surge coverage provided by this Plan begins after the applicable waiting period described in SECTION V.a.

All other coverage provided by this Plan begins after the expiration of the manufacturer's warranty for each covered product or the applicable waiting period set forth in SECTION V., whichever is later.

- b. COVERED PRODUCTS:** This Plan covers up to ten (10) of the following products, including up to two (2) mobile phones, of any size and any brand, not to exceed twenty (20) years of age, as outlined below. Products described below are not covered products under this Plan until they are registered in accordance with SECTION V. of this Plan. You may be eligible to add additional coverage registration slots for up to three (3) covered products (including mobile phones) to your account. Please access your account at www.asurion.com/techcare or (855) 357-8324 to confirm your specific coverage limits under this Plan.

Mobile Phones:

- Mobile phones, cellular phones, and/or smartphones (collectively referred to as "mobile phone" or "mobile phones").

Home Tech:

- Desktops, laptops, and tablets (collectively referred to as "PC" or "PCs"). Each PC can include up to one (1) of each of the following: external keyboard or external mouse. You will not be charged a service fee for the repair or replacement of PC accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- eReaders.
- Headphones.
- PC or Gaming Monitors (wired or wireless).
- External hard drives.
- Modems.
- Routers.
- Paper printers and multifunction printers.
- LCD, LED, OLED or QLED Televisions (collectively referred to as "television" or "televisions"). Televisions include coverage for the original remote control. You will not be charged a service fee for the repair or replacement of television accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Gaming systems. Gaming systems include the original remote control(s). You will not be charged a service fee for the repair or replacement of Gaming system accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Fitness Tracker.
- Smart Watches.
- Virtual Reality Headsets.

Home Appliances:

- Refrigerators.
- Freezers.
- Wall Ovens.
- Ranges.
- Cook-tops.
- Dishwashers.
- Washers.
- Dryers.
- Washer/Dryer Combos.

Smart Home Tech:

- Smart Alarm Keypads.
- Smart Light Dimmer.
- Smart Motion Sensor.
- Smart Home Device Hubs.
- Smart Plugs.
- Smart Thermostats.

- Smart Door Locks.
- Smart Home Security Cameras.
- Smart Video Doorbells.

- c. **CARRY-IN SERVICE:** If a covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered products.
- d. **ON-SITE SERVICE:** If a covered product requires on-site service, an adult (eighteen (18) years of age or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered products.
- e. **REPAIR DEPOT SERVICE:** If a covered products is not eligible for carry-in or on-site service, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered products.
- f. **REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we provide you a replacement product or reimbursement for the fair market value of your covered product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

VII. HOW TO MAKE A CLAIM: In the event your covered product experiences a breakdown while coverage is in effect, you may file a claim by going online to www.asurion.com/techcare-claims twenty-four (24) hours a day, seven (7) days a week, or by calling (855) 357-8324 between the hours of 8am-10pm CST Monday-Friday, or 9am-7pm CST Saturday or Sunday. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in SECTION IX. We may require you to fill out a claim facilitation form as part of your claim; we will provide instructions on how to send the completed form, along with a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to approving or providing service on your claim. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in SECTION XVIII. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit as set forth in SECTION XII. All claims under this Plan must be reported to us within ninety (90) days of the date the breakdown occurs; breakdowns that occur during the term of this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective.

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

IX. SERVICE FEE: In the event your covered product experiences a breakdown, you must pay a service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid by you and received by us before we provide service, and may be paid with a valid debit or credit card, or with the payment method stored on your account. A service fee does not apply to the repair or replacement of PC, television, or gaming system accessories, however, the associated costs will apply toward your aggregate claim limit under SECTION XII.

Product Type	Repairs (for eligible devices)	Replacements
Mobile Phones	\$29	\$99
Home Tech	\$0	<p>\$0: External Hard Drives, Modems, Monitors, Routers, Smart Home- Alarm Keypad, Smart Home- Device Hub, Smart Home- Light Dimmer, Smart Home- Motion Sensor, Smart Home- Smart Plug</p> <p>\$49: Fitness Trackers, Headphones, Smart Home Door Locks, Smart Home Video Doorbells, Smart Home- Security Camera, Smart Home- Thermostat, Smart Watch:</p> <p>\$99: Desktop, E-Readers, Gaming Consoles, Handheld Gaming Systems, Printers, Tablet, Television, Virtual Reality Headset</p>
Appliances	\$99	N/A

- X. **NON-RETURN FEE:** All covered products approved for replacement or reimbursement must be returned to us unless we specifically instruct otherwise. If instructed by us, you will be required to return the claimed covered product to an authorized repair center, or we may require you to return the claimed covered product to us at our expense in the return mailer we provide, within fourteen (14) days of when your claim is approved. You must return the claimed covered product as directed by us, including unlocking the claimed covered product if applicable, or you will be charged a non-return fee applicable to the model of covered product that we replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.
- XI. **PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan, and is also listed at the top of this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis to the payment method on file with us. Any valid payment method(s) you place on file with us may be made available to you for payment of a service fee, upgrade fee, or other charge or fee payable under this Plan. It is your responsibility to maintain a valid credit or debit card, or other approved payment method on file with us to process payments, and failure to do so may result in cancellation of the Plan.
- XII. **PLAN LIMITS OF LIABILITY:**
- a. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any rolling twelve (12) month period for ten (10) slots during the term of this Plan is \$7,000.00 that will increase by an additional \$2,000 for each additional coverage registration slot added to your account. The rolling twelve (12) month period begins on the date of your first claim. Following each approved claim, we will deduct the applicable cost of claim, as determined by us, from your aggregate claim limit balance. The costs associated with a covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance.
 - b. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and a covered product requires additional repairs, we may be able to provide you with information on how to get the covered products repaired, however, we will not be responsible for any costs related to these repairs. In the event you reach the aggregate claim limit, you will continue to have access to technical support, but you will not be able to make additional claims until the previous claims roll off your account twelve (12) months after each claim is completed. If you make a claim and the cost to repair or replace your covered product will exceed the remaining balance of your rolling twelve (12) month aggregate claim limit, we will either send you a reimbursement via check, gift card, or Hyper Wallet for the remaining balance of your aggregate claim limit, or complete the final repair or replacement of your covered product, at our sole discretion. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.
- XIII. **NO CLAIM REWARD:** If you have not made any claims during the previous twelve (12) months of your enrollment in this Plan, you will be eligible to receive a credit for your next month's payment if you continue enrollment in the Plan.
- XIV. **UPGRADE:** Enrollment in this Plan may qualify you to upgrade your claimed device. If available, you may choose an upgraded product instead of the claim fulfillment options available to you after completion of your claim pursuant to SECTION VII. In addition to paying the service fee as described in SECTION IX., an upgrade fee must be paid before receiving the upgrade product benefit.
- XV. **EXCLUSIONS:** This Plan does not cover the following:
- a. **Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**
 - b. **Pre-existing conditions at the time of your enrollment in this Plan or at the time a product is registered for coverage under this Plan;**
 - c. **Breakdown that occurs prior to registration of the covered product, except as specifically set forth in SECTION V.;**
 - d. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, [cleanings and alignments, and problems due to improper preventative maintenance and/or non-factory authorized installation or repairs;**

- e. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;
- f. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
- g. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;
- h. Costs associated with installation or uninstallation of any covered products;
- i. Products that are not owned by you, or leased and rented products;
- j. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when the covered product is located at our designated repair location;
- k. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education, or no problem found;
- l. Covered products whose serial number has been altered or removed;
- m. Theft or loss of the covered products;
- n. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the covered products;
- o. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- p. Parts intended for periodic replacement including, but not limited to: batteries, bulbs, external power supplies, antennas, and cartridges;
- q. Covered products primarily located and/or service outside the United States;
- r. Data or software of any kind that is deleted or damaged due to a breakdown or due to a repair or replacement under this Plan;
- s. Support or repair to software, or loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- t. Burned-in images and pixel failure within designed specifications or that do not materially alter the functionality of the covered product;
- u. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
- v. Interior and exterior pipes or plumbing;
- w. Breakdown resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;
- x. Custom-built PCs;
- y. Covered products installed in cabinetry and other types of built-in applications that are not reasonably accessible for service;
- z. Products for business or commercial use; and
- aa. Products not listed in SECTION VI. of this Plan.

- XVI. **RENEWAL:** This Plan renews on a month-to-month basis unless cancelled.
- XVII. **TRANSFER:** This Plan is not transferable.
- XVIII. **CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA, 20167 or via email at administrator@asuriontechcare.com, or by calling (855) 357-8324. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled on the date the payment was due. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud

or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, 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 Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective. Breakdowns occurring after cancellation of this Plan is effective are not covered by this Plan.

- XIX. INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If you have filed a claim under this Plan and we fail to pay, provide service, or provide you with a refund owed within sixty (60) days, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.
- XX. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THIS PLAN, ADMINISTRATION OF THIS PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THIS PLAN, YOU MAY CANCEL THIS PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS, WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.
- XXI. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.
- XXII. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
- XXIII. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.
- XXIV. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** **Please read this section carefully. It affects your rights.** For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**
- 1. THIS A.A.:**
- a.** Survives termination of this Plan.

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

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
 - 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 \$7,500.00.
 - 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.

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

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the 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 seller, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or seller knew or reasonably should have known. Pre-existing conditions are not covered under this Plan. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item **e.** of the **EXCLUSIONS** section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup performed by someone other than us or our agent, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "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 made 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 administrator@asuriontechcare.com, (855) 357-8325 or by visiting asurion.com/techcare, or by writing the administrator at: P.O. Box 1818, Sterling, VA, 20167. This Plan is offered on a month-to-month basis, SELLER may offer other service contract programs and benefits which may be provided to you by SELLER. 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:

627 (11/24)

v.ATC10-1

CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the covered products, the cost of repair of the covered products and a copy of this Plan.

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

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated at least thirty (30) days to the effective date of cancellation. The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced as follows: "If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Monthly Plan fee," If this Plan is cancelled prior to the end 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 Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** of this Plan, either party may bring an individual action in small claims court. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

MAINE RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge required under this Plan, coverage will cease upon fifteen (15) days' notice to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

MINNESOTA RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon five (5) days' notice

to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon fifteen (15) days' notice to You." The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If this Plan is cancelled by you: (a) within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax; or (b) after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee. If this Plan is cancelled by us at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee." If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons, in which case notice of cancellation will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in Section XVIII. **CANCELLATION**, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The first sentence of Section XVII. **TRANSFER** is deleted and replaced with the following: "This Plan is not transferable." The following language is added to Section XV.e. of **EXCLUSIONS**: "if the covered products are modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at (855) 357-8324 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW HAMPSHIRE RESIDENTS: Contact us at (855) 357-8324 with questions, concerns, or complaints about the Plan. If the Plan cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to you: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for [a] product[s] not belonging to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

OREGON RESIDENTS: Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

SOUTH CAROLINA RESIDENTS: Contact us at (855) 357-8324 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

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

UTAH RESIDENTS: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second, third, and fourth sentences of Section XVIII. **CANCELLATION** are deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. If you fail to make any payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation." The following sentence in Section VI. **"WHAT IS COVERED"** is deleted: "[Nonoriginal parts may be used for repair of the covered product[s].]" and replaced with: "[Non-original parts may be used for repair of the covered products if original manufacturers' parts are unavailable.]"[If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.] Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Utah."

VIRGINIA RESIDENTS: Contact us at (855) 357-8324 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at (800) 831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon twenty-one (21) days' notice to you." The fourth

sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, upon five (5) days' notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the covered product or its use. The fifth and sixth sentences of the first paragraph of Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** are amended as follows: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**" In Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** the following sentence is deleted in its entirety: "Is governed by the Federal Arbitration Act."

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us, the administrator, or the seller, or a substantial breach of duties by you relating to the seller service or its use]. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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 Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan].

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340
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Customer Name: _____

Customer Address: _____

ASURION® TECH CARE TERMS OF SERVICE

This Terms of Service Agreement for the Asurion Tech Care website platform ("Platform") and technical support included in the Asurion Tech Care Support Services (the "Services") (collectively, the "Agreement") governs your use of the Platform and Services.

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE PLATFORM AND/OR SERVICES. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE AND USING THE PLATFORM 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 PLATFORM OR THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PLATFORM OR THE SERVICES.

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

Terms and Conditions Applicable to Platform and the Services

1. DEFINITIONS. In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Protection Services, LLC with respect to the Platform and Services, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and/or Platform and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices that generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, wireless network, etc., used by You and any additional devices as updated in Our sole discretion.

2. PRIVACY NOTICE & PASSWORDS. You acknowledge that when you use the Platform 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 Platform and/or Services. You also may be required to provide certain information about yourself as a condition to using the Platform and/or Services or certain of its features or functionality and the Platform and/or Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Platform and the Services is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Platform and Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Platform and/or Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. 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 Platform 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 use the Platform. 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 Platform.

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 PLATFORM 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 PLATFORM, 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 PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR PLATFORM 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 PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR PLATFORM 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 PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR PLATFORM AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE PLATFORM TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR PLATFORM, 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 PLATFORM, 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 PLATFORM. 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 PLATFORM 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 Platform can be addressed by contacting Asurion at TERMSOFUSE@ASURION.COM. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL 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 Platform, 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 the ARB, any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Class Action Waiver shall expressly survive cancellation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.** If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

8. CLAIM LIMITATION. Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform 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 Platform 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 Notice 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 Notice 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 Platform 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 Platform, including ways to improve the Services and/or Platform 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 Platform; (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 PLATFORM 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 Platform 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 Platform 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 Platform or Services as applicable.

15. GEOGRAPHIC RESTRICTIONS. Asurion makes no representation that the Platform and Services are appropriate or available for use outside of the United States. We cannot guarantee that the Platform 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.

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

Additional Terms specific to the PLATFORM

17. USE. The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform 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 access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform'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 Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform 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 Platform, 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 Platform includes several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Asurion. Asurion does not warrant that the Platform will be compatible with or operable on Your Device or that any particular Platform function will be available to You. You acknowledge and agree that not all of the Platform functions may be available to You at all times or at any time. Your Device must be powered on, have internet access, and/or within Your network carrier's coverage area for the Platform to operate. Asurion reserves the right to change, suspend or discontinue the Platform 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 Platform. Asurion will not assume any liability if You do not have the most current version of the Platform 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 software.
- 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 software.
- 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.

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 Platform. 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 Platform 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 Platform ("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 Platform 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 Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

24. MISUSE. You shall not misuse the Platform, including, without limitation, using the Platform in any manner that: (a) interferes with or interrupts the Platform or any hardware, software, system or network connected with the Platform; (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 Platform 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 Platform; or (g) uses any robot, spider, or other automatic device, process, or means to use the Platform.

25. UPDATES. We may from time to time in our sole discretion develop and provide Platform 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 Platform 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 Platform 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 Platform and be subject to all terms and conditions of this Agreement.

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

27. COMPLIANCE WITH U.S. EXPORT LAWS. The Platform 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 Platform to, or make the Platform 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 Platform available outside the US. By using the Platform, You acknowledge that the Platform 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 Platform.

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. If available and depending on Your area, the Services include installations for select products, which are subject to change at any time. You must make the product intended for installation in the home accessible, and provide a safe, non-threatening environment to conduct the installation. Any in-home Services require the presence of an authorized adult, 18 years of age or older, for the entirety of the in-home appointment. Availability of the installation Services is contingent on certain criteria, including product type, customer location and appointment/technician availability.

29. AVAILABILITY OF SERVICES. The Services are developed and provided by Asurion or its authorized third party providers. The Services are available only for Your Devices. To use the Services, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Platform's "Click-to-Call" and "Click-to-Chat" features, if available. You may be able to access the Services by calling (855)-357-8324 from 7:00am-9:00pm CT, 7 days a week.

30. REPRESENTATIONS & AUTHORIZATIONS. When seeking service, 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 service 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 service, 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 any device connected to the 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.

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

ASURION TECH CARE 15

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the "HOW TO MAKE A CLAIM" section below.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

- I. OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states and except Florida is: **Asurion Service Plans, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324. In Florida, the company obligated under this Plan is: **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 805227, Chicago, IL 60680, or by phone at (855) 357-8324.
- II. DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us" and "our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you" and "your"** mean the individual that purchased this Plan; **(3) "administrator"** means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: (855) 357-8324; **(4) "seller"** means Asurion, the seller of this Plan; **(5) "covered product" and "covered products"** mean the item(s) listed in SECTION VI. of this Plan that are owned by you, and are registered for coverage under this Plan; **(6) "breakdown"** means the mechanical or electrical failure of a covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH") for eligible portable products only; and **(7) "replacement product"** means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT**. Technological advances may result in a replacement product with a lower selling price than the original covered product.
- III. INSTRUCTIONS:** This Plan, including the terms, conditions, limitations, and exclusions, and your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered products must be in good working condition prior to your enrollment in this Plan and, except as specifically set forth in SECTION V., each covered product must be in good working order prior to the date it is registered for coverage under this Plan. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered products. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered products prior to the commencement of service; repairs to your covered products may result in the deletion of such data files.
- IV. TERM OF COVERAGE:** The term and monthly billing for this Plan begin on the date you enroll and continue on a month-to-month basis unless cancelled. Coverage for each registered covered product is as described in SECTION VI. below. If you were enrolled in another Asurion Tech Care plan immediately prior to enrolling in this Plan, please see SECTION V. below for details on your registration and registered covered products.

If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date. There will be no lapse in coverage if you relocate within our service area, provided that you notify us of the relocation. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for

which the manufacturer is responsible, and we may refer you to the manufacturer during this period. This Plan provides certain additional benefits during the manufacturer's warranty period, as described in SECTION VI., and continues to provide some of the manufacturer's benefits, as well as certain additional benefits, after the manufacturer's warranty expires. Please see SECTION VI. for additional details on what this Plan covers and coverages that begin immediately on the date of enrollment. In the event your covered product has an open approved claim under the Plan when cancellation of this Plan is effective, the term of this Plan will be extended until the claim has been completed.

V. REGISTRATION: Registration of your covered products is required. You may register the covered products at any time during the coverage term. To register your products for coverage, please go online to www.asurion.com/techcare. **Except as specifically described in SECTION V.a.v., we will not cover a breakdown to a covered product that occurs before the product is registered for coverage under this Plan.** Changes and/or updates to your registered covered products can be made by updating your account at www.asurion.com/techcare.

a. WAITING PERIOD: Once a product is registered, it becomes a covered product. **However, each covered product is subject to a thirty (30) day waiting period beginning on the date of registration before coverage becomes effective.**

- i. If we reimburse you for the replacement of a covered product, that product is removed from registration, and you can select a new product to register. The product you select will be subject to the thirty (30) day waiting period described above.
- ii. If we replace a covered product with a replacement product, the replacement product will be automatically registered in the previous covered product's registration slot, and it will not be subject to the thirty (30) day waiting period described above. You will have the option remove the replacement product from registration and register a different product, in which case the covered product you elect to register in that registration slot will be subject to the thirty (30) day waiting period described above.
- iii. If you register a home appliance and you subsequently replace that covered product with a different product of the same product type (for example, you registered a refrigerator as a covered product and later replaced it with a different refrigerator), the thirty (30) day waiting period described above will not apply to the newly acquired product, and it will replace the previously registered covered product in your account registration.
- iv. If you register a mobile phone as a covered product and identify the associated mobile device number ("MDN") in your registration, and you subsequently transfer the MDN to a different mobile phone, as verified in our discretion, the thirty (30) day waiting period described above will not apply to the mobile phone on which your registered MDN is in use, and it will replace the previously registered covered product in your account registration.
- v. If you have been enrolled in this Plan for at least ninety (90) days, and have not previously made any claims under this Plan, we will, as a one-time courtesy, waive the registration requirement and thirty (30) day waiting period described above for your first claim on an unregistered product, provided you have an available registration slot, and the breakdown occurred after the date of your enrollment in this Plan. The claimed product will become a registered covered product under this Plan. You are not eligible for a one-time exception to the thirty (30) day waiting period for your first claim on an unregistered product if you previously made an approved claim under any Asurion Tech Care plan.

b. IF YOU CHANGE YOUR COVERED PRODUCTS: You may change your registered covered products by updating your account at www.asurion.com/techcare. **If you unregister and remove a covered product from registration under this Plan, coverage ceases immediately for that product. EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION V.a.v.:**

- i. **NO CLAIMS WILL BE APPROVED ON AN UNREGISTERED PRODUCT, REGARDLESS OF WHETHER THE BREAKDOWN OCCURRED WHILE IT WAS REGISTERED FOR COVERAGE, UNLESS IT IS SUBSEQUENTLY REREGISTERED FOR COVERAGE UNDER THIS PLAN, SUBJECT TO THE APPLICABLE REGISTRATION AND WAITING PERIOD REQUIREMENTS DESCRIBED ABOVE.**
- ii. **EACH NEW COVERED PRODUCT YOU REGISTER IS SUBJECT TO A THIRTY (30) DAY WAITING PERIOD BEFORE YOU CAN MAKE A CLAIM ON THAT COVERED PRODUCT. NO CLAIMS WILL BE APPROVED ON A COVERED PRODUCT FOR THE FIRST THIRTY (30) DAYS FOLLOWING REGISTRATION.**

c. IF YOU INCREASE YOUR COVERAGE: If you move from this Plan to an Asurion Tech Care plan with more coverage, your available registration slots and claim limit increases as set forth in your applicable Asurion Tech Care terms. Your coverage continues on all your registered covered products, and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.

d. IF YOU DECREASE YOUR COVERAGE: Eligibility to move from this Plan to an Asurion Tech Care plan with less coverage is dependent on the total cost of all approved claims you made in the previous twelve (12) months. If the total cost of all approved claims you made in the previous twelve (12) months is greater than or equal to the aggregate limit of the Asurion Tech Care plan you wish to enroll in, you will not be eligible to enroll in that plan.

- i. If you are eligible to move from this Plan to an Asurion Tech Care plan with less coverage, your available registration slots and claim limit decreases as set forth in your applicable Asurion Tech Care terms.
- ii. If the number of registered covered products you currently have is less than or equal to the number of registered devices you will have in your new Asurion Tech Care plan, your coverage continues on all your registered covered products and any claims approved while you were enrolled in this Plan or any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- iii. If the number of registered covered products you currently have is greater than the number of registration slots you will have in your new Asurion Tech Care plan, you will be required to select the registered covered products that will continue to have coverage under your new Asurion Tech Care plan in order to complete your enrollment in the new plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than the aggregate limit of the Asurion Tech Care plan you wish to enroll in. All approved claims made under this Plan or another Asurion Tech Care plan, including those associated with previously registered covered products you removed from coverage, will remain on your account for twelve (12) months following the date of claim.

e. IF YOU HAD PREVIOUS COVERAGE:

- i. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had fifteen (15) or fewer registered covered products, your coverage continues on all your registered covered products, and any claims approved while you were enrolled in any Asurion Tech Care plan will remain on your account for twelve (12) months following the date of claim.
- ii. If you moved from a different Asurion Tech Care plan to this Plan, and you previously had more than fifteen (15) registered covered products, you will be required to select the registered covered products that will continue to have coverage under this Plan. You must select registered covered products that have total approved claim costs in the previous twelve (12) months that are less than \$12,000.00, the rolling twelve (12) month aggregate limit of this Plan. All approved claim(s) under any Asurion Tech Care plan, including those associated with previously registered covered products you remove from coverage, will remain on your account for twelve (12) months following the date of claim.

f. IF YOU RE-ENROLL IN THIS PLAN: Re-enrollment in this Plan following cancellation for meeting or exceeding the rolling twelve (12) month aggregate claim limit will be subject to our approval. If you terminate this Plan and you re-enroll at a later date, the cost of any claims made under this Plan, or any Asurion Tech Care plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

VI. WHAT IS COVERED: This Plan covers your covered products in the event of a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in SECTION XII. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you the fair market value of the covered product as determined by us, based on our determination of the replacement value, age, and condition of the covered product immediately prior to the breakdown. All reimbursements will be made via check, gift card, or Hyper Wallet, subject to our sole discretion. The resolution paths described above may not be available for all claims and/or covered products. In some cases, you may have the option to elect a resolution path. The administrator will notify you of which resolution paths you qualify for at the time of claim. On-site, depot, or carry-in service may be available for repairs; the administrator will inform you what type of service your covered product qualifies for when you file your claim. At the time of claim, we may offer you the option to replace your covered product with an upgraded product. In such case, the applicable upgrade fee will be provided to you at the time of claim and will be in addition to any claim service fee applicable to your claim. Non-original parts may be used for repair of the covered products. **Please note: if your covered products are still in the manufacturer's warranty period, service under this Plan may void or result in service denial from the manufacturer's warranty.**

a. BEGINNING ON THE DATE OF ENROLLMENT: Coverage under this Plan also includes:

- i. Unlimited access to technical assistance and support for your covered products and all electronics in your home. You can access technical support at www.asurion.com/techcare, or (855)-357-8324 during the term of this Plan. Technical support terms of service can be accessed at www.asurion.com/techcare-techsupport.

ADH and power surge coverage provided by this Plan begins after the applicable waiting period described in SECTION V.a.

All other coverage provided by this Plan begins after the expiration of the manufacturer's warranty for each covered product or the applicable waiting period set forth in SECTION V., whichever is later.

- b. COVERED PRODUCTS:** This Plan covers up to fifteen (15) of the following products, including up to four (4) mobile phones, of any size and any brand, not to exceed twenty (20) years of age, as outlined below. Products described below are not covered products under this Plan until they are registered in accordance with SECTION V. of this Plan. You may be eligible to add additional coverage registration slots for up to three (3) covered products (including mobile phones) to your account. Please access your account at www.asurion.com/techcare or (855) 357-8324 to confirm your specific coverage limits under this Plan.

Mobile Phones:

- Mobile phones, cellular phones, and/or smartphones (collectively referred to as "mobile phone" or "mobile phones").

Home Tech:

- Desktops, laptops, and tablets (collectively referred to as "PC" or "PCs"). Each PC can include up to one (1) of each of the following: external keyboard or external mouse. You will not be charged a service fee for the repair or replacement of PC accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- eReaders.
- Headphones.
- PC or Gaming Monitors (wired or wireless).
- External hard drives.
- Modems.
- Routers.
- Paper printers and multifunction printers.
- LCD, LED, OLED or QLED Televisions (collectively referred to as "television" or "televisions"). Televisions include coverage for the original remote control. You will not be charged a service fee for the repair or replacement of television accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Gaming systems. Gaming systems include the original remote control(s). You will not be charged a service fee for the repair or replacement of Gaming system accessories, as specified in SECTION IX, however, the cost associated with the repair or replacement of the accessory will apply toward your aggregate claim limit under this Plan.
- Fitness Tracker.
- Smart Watches.
- Virtual Reality Headsets.

Home Appliances:

- Refrigerators.
- Freezers.
- Wall Ovens.
- Ranges.
- Cook-tops.
- Dishwashers.
- Washers.
- Dryers.
- Washer/Dryer Combos.

Smart Home Tech:

- Smart Alarm Keypads.
- Smart Light Dimmer.
- Smart Motion Sensor.
- Smart Home Device Hubs.
- Smart Plugs.
- Smart Thermostats.

- Smart Door Locks.
- Smart Home Security Cameras.
- Smart Video Doorbells.

- c. **CARRY-IN SERVICE:** If a covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered products.
- d. **ON-SITE SERVICE:** If a covered product requires on-site service, an adult (eighteen (18) years of age or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered products.
- e. **REPAIR DEPOT SERVICE:** If a covered products is not eligible for carry-in or on-site service, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered products.
- f. **REPLACEMENT PRODUCTS & REIMBURSEMENTS:** If we provide you a replacement product or reimbursement for the fair market value of your covered product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

VII. HOW TO MAKE A CLAIM: In the event your covered product experiences a breakdown while coverage is in effect, you may file a claim by going online to www.asurion.com/techcare-claims twenty-four (24) hours a day, seven (7) days a week, or by calling (855) 357-8324 between the hours of 8am-10pm CST Monday-Friday, or 9am-7pm CST Saturday or Sunday. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in SECTION IX. We may require you to fill out a claim facilitation form as part of your claim; we will provide instructions on how to send the completed form, along with a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to approving or providing service on your claim. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in SECTION XVIII. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit as set forth in SECTION XII. All claims under this Plan must be reported to us within ninety (90) days of the date the breakdown occurs; breakdowns that occur during the term of this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective.

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

IX. SERVICE FEE: In the event your covered product experiences a breakdown, you must pay a service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid by you and received by us before we provide service, and may be paid with a valid debit or credit card, or with the payment method stored on your account. A service fee does not apply to the repair or replacement of PC, television, or gaming system accessories, however, the associated costs will apply toward your aggregate claim limit under SECTION XII.

Product Type	Repairs (for eligible devices)	Replacements
Mobile Phones	\$29	\$99
Home Tech	\$0	<p>\$0: External Hard Drives, Modems, Monitors, Routers, Smart Home- Alarm Keypad, Smart Home- Device Hub, Smart Home- Light Dimmer, Smart Home- Motion Sensor, Smart Home- Smart Plug</p> <p>\$49: Fitness Trackers, Headphones, Smart Home Door Locks, Smart Home Video Doorbells, Smart Home- Security Camera, Smart Home- Thermostat, Smart Watch</p> <p>\$99: Desktop, E-Readers, Gaming Consoles, Handheld Gaming Systems, Printers, Tablet, Television, Virtual Reality Headset</p>
Appliances	\$99	N/A

- X. **NON-RETURN FEE:** All covered products approved for replacement or reimbursement must be returned to us unless we specifically instruct otherwise. If instructed by us, you will be required to return the claimed covered product to an authorized repair center, or we may require you to return the claimed covered product to us at our expense in the return mailer we provide, within fourteen (14) days of when your claim is approved. You must return the claimed covered product as directed by us, including unlocking the claimed covered product if applicable, or you will be charged a non-return fee applicable to the model of covered product that we replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.
- XI. **PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan, and is also listed at the top of this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis to the payment method on file with us. Any valid payment method(s) you place on file with us may be made available to you for payment of a service fee, upgrade fee, or other charge or fee payable under this Plan. It is your responsibility to maintain a valid credit or debit card, or other approved payment method on file with us to process payments, and failure to do so may result in cancellation of the Plan.
- XII. **PLAN LIMITS OF LIABILITY:**
- a. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any rolling twelve (1) month period for fifteen (15) slots during the term of this Plan is \$12,000.00 that will increase by an additional \$2,000 for each additional coverage registration slot added to your account. The rolling twelve (12) month period begins on the date of your first claim. Following each approved claim, we will deduct the applicable cost of claim, as determined by us, from your aggregate claim limit balance. The costs associated with a covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance.
 - b. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and a covered product requires additional repairs, we may be able to provide you with information on how to get the covered products repaired, however, we will not be responsible for any costs related to these repairs. In the event you reach the aggregate claim limit, you will continue to have access to technical support, but you will not be able to make additional claims until the previous claims roll off your account twelve (12) months after each claim is completed. If you make a claim and the cost to repair or replace your covered product will exceed the remaining balance of your rolling twelve (12) month aggregate claim limit, we will either send you a reimbursement via check, gift card, or Hyper Wallet for the remaining balance of your aggregate claim limit, or complete the final repair or replacement of your covered product, at our sole discretion. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.
- XIII. **NO CLAIM REWARD:** If you have not made any claims during the previous twelve (12) months of your enrollment in this Plan, you will be eligible to receive a credit for your next month's payment if you continue enrollment in the Plan.
- XIV. **UPGRADE:** Enrollment in this Plan may qualify you to upgrade your claimed device. If available, you may choose an upgraded product instead of the claim fulfillment options available to you after completion of your claim pursuant to SECTION VII. In addition to paying the service fee as described in SECTION IX., an upgrade fee must be paid before receiving the upgrade product benefit.
- XV. **EXCLUSIONS:** This Plan does not cover the following:
- a. **Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;**
 - b. **Pre-existing conditions at the time of your enrollment in this Plan or at the time a product is registered for coverage under this Plan;**
 - c. **Breakdown that occurs prior to registration of the covered product, except as specifically set forth in SECTION V.;**
 - d. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, [cleanings and alignments, and problems due to improper preventative maintenance and/or non-factory authorized installation or repairs;**

- e. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;
- f. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
- g. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;
- h. Costs associated with installation or uninstallation of any covered products;
- i. Products that are not owned by you, or leased and rented products;
- j. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when the covered product is located at our designated repair location;
- k. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education, or no problem found;
- l. Covered products whose serial number has been altered or removed;
- m. Theft or loss of the covered products;
- n. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the covered products;
- o. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- p. Parts intended for periodic replacement including, but not limited to: batteries, bulbs, external power supplies, antennas, and cartridges;
- q. Covered products primarily located and/or service outside the United States;
- r. Data or software of any kind that is deleted or damaged due to a breakdown or due to a repair or replacement under this Plan;
- s. Support or repair to software, or loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- t. Burned-in images and pixel failure within designed specifications or that do not materially alter the functionality of the covered product;
- u. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
- v. Interior and exterior pipes or plumbing;
- w. Breakdown resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;
- x. Custom-built PCs;
- y. Covered products installed in cabinetry and other types of built-in applications that are not reasonably accessible for service;
- z. Products for business or commercial use; and
- aa. Products not listed in SECTION VI. of this Plan.

- XVI. **RENEWAL:** This Plan renews on a month-to-month basis unless cancelled.
- XVII. **TRANSFER:** This Plan is not transferable.
- XVIII. **CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA, 20167 or via email at administrator@asuriontechcare.com, or by calling (855) 357-8324. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled on the date the payment was due. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud

or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, 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 Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within ninety (90) days after cancellation of this Plan is effective. Breakdowns occurring after cancellation of this Plan is effective are not covered by this Plan.

- XIX. INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If you have filed a claim under this Plan and we fail to pay, provide service, or provide you with a refund owed within sixty (60) days, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.
- XX. CHANGES TO THE PLAN:** WE MAY CHANGE THE MONTHLY CHARGE FOR THIS PLAN, ADMINISTRATION OF THIS PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THIS PLAN, YOU MAY CANCEL THIS PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS, WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.
- XXI. LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.
- XXII. FORCE MAJEURE:** We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
- XXIII. NON-WAIVER:** Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.
- XXIV. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:** **Please read this section carefully. It affects your rights.** For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**
- 1. THIS A.A.:**
- a.** Survives termination of this Plan.

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

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222.
 - 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 \$7,500.00.
 - 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.

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

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the 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 seller, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or seller knew or reasonably should have known. Pre-existing conditions are not covered under this Plan. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item **e.** of the **EXCLUSIONS** section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup performed by someone other than us or our agent, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "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 made 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 administrator@asuriontechcare.com, (855) 357-8325 or by visiting asurion.com/techcare, or by writing the administrator at: P.O. Box 1818, Sterling, VA, 20167. This Plan is offered on a month-to-month basis, SELLER may offer other service contract programs and benefits which may be provided to you by SELLER. 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:
627 (11/24)
v..[ATC15-1](#)

CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the covered products, the cost of repair of the covered products and a copy of this Plan.

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

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated at least thirty (30) days to the effective date of cancellation. The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced as follows: "If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the Monthly Plan fee," If this Plan is cancelled prior to the end 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 Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** of this Plan, either party may bring an individual action in small claims court. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

MAINE RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge required under this Plan, coverage will cease upon fifteen (15) days' notice to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

MINNESOTA RESIDENTS: The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon five (5) days' notice

to you." The fourth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon fifteen (15) days' notice to You." The fifth sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If this Plan is cancelled by you: (a) within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax; or (b) after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee. If this Plan is cancelled by us at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee." If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons, in which case notice of cancellation will be made with fifteen (15) days' notice to you: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan, including but not limited to filing a claim for a product not belonging to you; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) Any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in Section XVIII. **CANCELLATION**, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The first sentence of Section XVII. **TRANSFER** is deleted and replaced with the following: "This Plan is not transferable." The following language is added to Section XV.e. of **EXCLUSIONS**: "if the covered products are modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at (855) 357-8324 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW HAMPSHIRE RESIDENTS: Contact us at (855) 357-8324 with questions, concerns, or complaints about the Plan. If the Plan cancelled by us, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the term or one (1) year, whichever occurs first, unless any of the following occurs, in which case notice of cancellation will be made with fifteen (15) days' notice to you: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan or in the presentation of a claim, including but not limited to filing a claim for [a] product[s] not belonging to you; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

OREGON RESIDENTS: Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon.

SOUTH CAROLINA RESIDENTS: Contact us at (855) 357-8324 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

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

UTAH RESIDENTS: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second, third, and fourth sentences of Section XVIII. **CANCELLATION** are deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. If you fail to make any payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation." The following sentence in Section VI. **"WHAT IS COVERED"** is deleted: "[Nonoriginal parts may be used for repair of the covered product[s].]" and replaced with: "[Non-original parts may be used for repair of the covered products if original manufacturers' parts are unavailable.]"[If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.] Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (855) 357-8324. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Utah."

VIRGINIA RESIDENTS: Contact us at (855) 357-8324 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at (800) 831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company. The third sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge under this Plan, coverage will cease upon twenty-one (21) days' notice to you." The fourth

sentence of Section XVIII. **CANCELLATION** is deleted and replaced with the following: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term, upon five (5) days' notice to you, on the grounds of nonpayment, fraud, a material misrepresentation, including but not limited to filing a claim for a product not belonging to you, made by you to us, or a substantial breach of duties by you relating to the covered product or its use. The fifth and sixth sentences of the first paragraph of Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** are amended as follows: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**" In Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** the following sentence is deleted in its entirety: "Is governed by the Federal Arbitration Act."

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us, the administrator, or the seller, or a substantial breach of duties by you relating to the seller service or its use]. Section XXIV. **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** 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 Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan].

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.

P.O. Box 1340 • Sterling, VA 20167-1340
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Customer Name: _____

Customer Address: _____

ASURION® TECH CARE TERMS OF SERVICE

This Terms of Service Agreement for the Asurion Tech Care website platform ("Platform") and technical support included in the Asurion Tech Care Support Services (the "Services") (collectively, the "Agreement") governs your use of the Platform and Services.

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE PLATFORM AND/OR SERVICES. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE AND USING THE PLATFORM 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 PLATFORM OR THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PLATFORM OR THE SERVICES.

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

Terms and Conditions Applicable to Platform and the Services

- 1. DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "Our" and "Us" and "We" mean Asurion Protection Services, LLC with respect to the Platform and Services, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services and/or Platform and any person or entity represented by that individual; and (c) the word "Device(s)" means those eligible devices that generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, wireless network, etc., used by You and any additional devices as updated in Our sole discretion.
- 2. PRIVACY NOTICE & PASSWORDS.** You acknowledge that when you use the Platform 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 Platform and/or Services. You also may be required to provide certain information about yourself as a condition to using the Platform and/or Services or certain of its features or functionality and the Platform and/or Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Platform and the Services is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Platform and Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Platform and/or Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. 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 Platform 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 use the Platform. 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 Platform.

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 PLATFORM 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 PLATFORM, 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 PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND/OR PLATFORM 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 PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES AND/OR PLATFORM WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES AND/OR PLATFORM 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 PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AND/OR PLATFORM AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE PLATFORM TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES AND/OR PLATFORM, 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 PLATFORM, 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 PLATFORM. 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 PLATFORM 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 Platform can be addressed by contacting Asurion at TERMSOFUSE@ASURION.COM. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

A. YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL 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 Platform, 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 the ARB, any Claim arising out of or post cancellation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Class Action Waiver shall expressly survive cancellation or termination of the Agreement. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.** If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

8. CLAIM LIMITATION. Unless otherwise allowed by applicable law, any claim related to the Services and/or Platform 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 Platform 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 Notice 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 Notice 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 Platform 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 Platform, including ways to improve the Services and/or Platform 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 Platform; (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 PLATFORM 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 Platform 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 Platform 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 Platform or Services as applicable.

15. GEOGRAPHIC RESTRICTIONS. Asurion makes no representation that the Platform and Services are appropriate or available for use outside of the United States. We cannot guarantee that the Platform 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.

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

Additional Terms specific to the PLATFORM

17. USE. The Platform is developed and provided by Asurion. The Platform is intended for Your use only. You may use the Platform only if You can form a binding contract with Asurion and You are not a person who is barred from using the Platform 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 access and non-commercial use of the Platform solely as permitted by its functions and, where applicable, strictly in accordance with the Platform'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 Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform under this Agreement, or any other rights thereto other than to use the Platform 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 Platform, 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 Platform includes several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Asurion. Asurion does not warrant that the Platform will be compatible with or operable on Your Device or that any particular Platform function will be available to You. You acknowledge and agree that not all of the Platform functions may be available to You at all times or at any time. Your Device must be powered on, have internet access, and/or within Your network carrier's coverage area for the Platform to operate. Asurion reserves the right to change, suspend or discontinue the Platform 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 Platform. Asurion will not assume any liability if You do not have the most current version of the Platform 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 software.
- 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 software.
- 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.

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 Platform. 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 Platform 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 Platform ("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 Platform 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 Platform; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Platform; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Platform to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Platform.

24. MISUSE. You shall not misuse the Platform, including, without limitation, using the Platform in any manner that: (a) interferes with or interrupts the Platform or any hardware, software, system or network connected with the Platform; (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 Platform 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 Platform; or (g) uses any robot, spider, or other automatic device, process, or means to use the Platform.

25. UPDATES. We may from time to time in our sole discretion develop and provide Platform 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 Platform 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 Platform 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 Platform and be subject to all terms and conditions of this Agreement.

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

27. COMPLIANCE WITH U.S. EXPORT LAWS. The Platform 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 Platform to, or make the Platform 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 Platform available outside the US. By using the Platform, You acknowledge that the Platform 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 Platform.

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. If available and depending on Your area, the Services include installations for select products, which are subject to change at any time. You must make the product intended for installation in the home accessible, and provide a safe, non-threatening environment to conduct the installation. Any in-home Services require the presence of an authorized adult, 18 years of age or older, for the entirety of the in-home appointment. Availability of the installation Services is contingent on certain criteria, including product type, customer location and appointment/technician availability.

29. AVAILABILITY OF SERVICES. The Services are developed and provided by Asurion or its authorized third party providers. The Services are available only for Your Devices. To use the Services, the individual seeking service on Your behalf must provide information identifying himself or herself as Your owner, member, partner, director, manager, employee, or agent. You may be able to access the Platform's "Click-to-Call" and "Click-to-Chat" features, if available. You may be able to access the Services by calling (855)-357-8324 from 7:00am-9:00pm CT, 7 days a week.

30. REPRESENTATIONS & AUTHORIZATIONS. When seeking service, 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 service 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 service, 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 any device connected to the 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.