

## END USER LICENSE AGREEMENT FOR ALL AT&T PROTECH APPLICATIONS

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1. **DEFINITIONS.** In the EULA: (a) "Asurion," "We," "Our" and "Us" mean Asurion Mobile Applications, LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) "Applications" means any and all applications developed and provided by Asurion and downloaded by You as part of Your AT&T ProTech plan, which includes the AT&T ProTech application and any add-on applications available now or in the future, and any website and software provided in connection with the Applications; for purposes of clarification, "Applications" does not include any applications developed and provided by any third parties; (c) "You" and "Your" mean an individual who downloads or uses the Applications and any person or entity represented by that individual; and (d) "AT&T" means AT&T Mobility, LLC, and its parents, subsidiaries, affiliates, agents, employees, successors, and assigns

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

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

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

5. **DATA-USAGE CHARGES.** You acknowledge and agree that You may incur data usage or other fees or charges by downloading or using any of the Applications. 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 Applications.

6. **PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address and create a password in order to use some or all of the Applications, or to access certain features and functions of some or all of the Applications. If required, You agree to provide Us with complete and accurate information when creating Your account and using any of the Applications. You are solely responsible for any activity occurring in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Applications on Your mobile device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

7. **COMMUNICATIONS.** You agree to receive electronic communications from Us and AT&T related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us and AT&T related to Your mobile 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.

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

10. **PRIVACY & SECURITY.** Our Privacy Policy is available for review in the Applications and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. AT&T's Privacy Policy is available [here](#) and explains AT&T's policies with respect to the collection, use and disclosure of information related to or derived from Your use of some or all of the Applications. Read both Privacy Policies carefully and completely. Our Privacy Policy is incorporated by reference into the EULA, and by using the Applications, You consent to the collection, use and disclosure of Your information, as described in those Policies. Since Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk.

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

12. **DATA COLLECTION AND USE.** Some or all of the Applications and Your use of some or all of the Applications and their functions may collect and convey certain data and information about Your mobile device, including without limitation telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Such data may be conveyed to an AT&T ProTech support representative during Your contact with such representative through the Applications, including during any remote access of Your mobile device by such representative, which function will only be utilized with Your knowledge and authorization. Your use of any services provided to You by an AT&T ProTech support representative through any of the Applications is also governed by the AT&T ProTech Support Terms of Service. Except for any backup features of the Applications described above, the Applications do not collect personal information, including but not limited to, Your contacts, photos, or videos. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion

Privacy Policy, which is available for review in the Applications. Device data collection can be turned on or off by You at any time within the settings of the Applications.

13. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. ASURION AND AT&T DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION AND AT&T MAKE NO WARRANTY THAT (A) THE APPLICATIONS WILL MEET YOUR REQUIREMENTS; (B) THE APPLICATIONS WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATIONS WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ERRORS IN THE APPLICATIONS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION, THE APPLICATIONS OR AT&T SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION OR AT&T HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATIONS. YOU ACKNOWLEDGE AND AGREE THAT ASURION AND AT&T MIGHT NOT BE ABLE TO OFFER THE APPLICATIONS AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS. IN THE EVENT OF ANY FAILURE OF ANY OF THE APPLICATIONS TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION OR AT&T WILL NOT HAVE OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATIONS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

14. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION OR AT&T 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 ANY OF THE APPLICATIONS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION OR AT&T WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ANY OF THE APPLICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION AND AT&T'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 ANY OF THE APPLICATIONS, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$50.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. **ARBITRATION AGREEMENT.** Most of Your concerns about the Applications can be addressed by contacting Us at 866-862-3397 or [apptermsofservice@asurion.com](mailto:apptermsofservice@asurion.com). For any dispute with Asurion, You agree to first contact Us and attempt to resolve the dispute with Us informally. In the event We cannot resolve any disputes 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 OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

a) **General Information.** This Arbitration Agreement ("A.A.") shall survive the termination of the EULA and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to Your relationship with Us or PP, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from

bringing an individual action against Us in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.

b) How to Initiate Arbitration. 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 We do not resolve the dispute within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request.

c) Rules & Fees. The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules") in effect at the time the arbitration is started and as modified by this A.A. The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless You request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

d) Decision & Award. 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 Our last settlement offer or if We made no settlement offer, and the arbitrator awards You any damages, We will: (1) pay You the amount of the award or \$1,500, whichever is greater; and (2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. We hereby waive any right We may have under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration.

e) No Representative Proceedings. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. YOU AND WE 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 We agree otherwise, the arbitrator may not consolidate Your dispute with another person's dispute and may not preside over any form of representative proceeding. If this specific provision of the A.A. is found to be unenforceable, then the entirety of this A.A. is null and void.

16. CLAIM LIMITATION. Any claim related to the Applications shall be brought within one year of the events giving rise to the claim. Failure to assert a claim during that one-year period results in it being forever waived and barred.

17. THIRD-PARTY SOFTWARE & CONTENT. Some or all of the Applications may include open source or third-party software, and Your use of the Applications is subject to any licenses or agreements governing that software. The Applications may expose You to content, websites, products and services created or provided by third-parties ("content"). We do not review, endorse or assume any responsibility for that content, and Your access or use of it is at Your own risk and discretion, and You understand that the EULA and Privacy Policy do not apply to that third-party content.

18. INTELLECTUAL PROPERTY RIGHTS. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Applications are Our exclusive property, and all such rights not expressly granted to You in the EULA are hereby reserved and retained by Us. If You submit comments or ideas about the Applications, including ways to improve it or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas to anyone on a non-confidential basis. You further acknowledge that We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.

19. 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 relating to Your use of the Applications. We reserve the right, at Your expense, to assume control of any matter which You are required to defend or indemnify, and You agree to cooperate in that defense.

20. ASSIGNMENT. The EULA and any rights granted thereunder may not be transferred or assigned by You, but may be transferred or assigned by Us, without restriction.

21. SEVERABILITY & WAIVER. If any term of the EULA is found to be unenforceable, it should be modified to the extent possible to make it enforceable without losing its intent and purpose. If no such modification is possible, it should be severed from the EULA. Any failure to enforce a term of the EULA shall not be deemed a waiver of that term.

22. AT&T/THIRD PARTY BENEFICIARIES. AT&T, and AT&T's subsidiaries, are third party beneficiaries of the EULA, and AT&T has the right (and is deemed to have accepted the right) to enforce the EULA against You as a third party beneficiary thereof. Except as otherwise provided, nothing in the EULA is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. (a) Disputes with AT&T. Notwithstanding the foregoing, disputes between You and AT&T are not governed by the A.A. Those disputes are, instead, governed by the arbitration clause of Your applicable AT&T wireless service agreement at [att.com/wirelesslegal](http://att.com/wirelesslegal), as amended from time to time, and incorporated herein by reference. (b) AT&T Privacy Policy and Acceptable Use Policy. By using the Applications, you agree to the AT&T Privacy Policy and Acceptable Use Policy. (c) AT&T Marks. AT&T retains all rights, interests and titles to all AT&T logos, trademarks, design marks, slogans, product and service names, and any derivations thereof (the "AT&T Marks"). You are not authorized to use the AT&T Marks in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T, as applicable, which may be withheld for any or no reason. These obligations survive the termination of this Agreement.

23. ENTIRE AGREEMENT & GOVERNING LAW. The EULA and documents incorporated by reference constitute the entire agreement between us with respect to the Applications. The EULA shall be governed by 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.

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

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

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