

cricket[®]

**We've got
you covered!**

**Cricket Protect
Service Warranty
Program**

Terms and Conditions

THIS CONTRACT (HEREINAFTER REFERRED TO AS THE “CONTRACT”) IS A LEGAL CONTRACT BETWEEN YOU AND US (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR CRICKET WIRELESS (AS HEREINAFTER DEFINED) THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS CONTRACT.

CRICKET PROTECT SERVICE WARRANTY

Program Providers*:

**Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services of Puerto Rico, Inc.
(collectively “Asurion”)**

You can write to Us at:

Asurion
P.O. Box 061078
Chicago, IL 60606-1078

*As used in this Contract, “We,” “Us” and “Our” means the provider obligated under this Contract as follows: If this Contract is purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Services of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Asurion Warranty Protection Services, LLC. “You” and “Your” means the Person who purchased this Contract.

Terms & Conditions

Cricket Protect

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

Agreement. You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a separate mailing, or by any other reasonable method, at Our discretion. If You provide Us Your email address, We may, at Our discretion, deliver any notice provided for in this Contract to You by

electronic means. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Cricket Wireless. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the provision in this Contract regarding cancellation.

Definitions.

1> “Cricket Wireless” means Cricket Wireless, LLC and any successors or assigns. **2> “Asurion”** means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or call 1-855-309-8342. **3> “Covered Equipment”** means one Eligible Wireless Communications Device owned or leased by You that is actively registered on the Cricket Wireless network and enrolled in this Program and for which You have paid monthly charges to date. Covered Equipment is limited to one Eligible Wireless Communications Device. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless device associated with Your account in the records of Cricket Wireless at the time Your coverage initially becomes effective and for which airtime has been logged indicates the wireless device to be considered Covered Equipment, unless You have logged airtime on a different wireless device immediately prior to the time of Loss. If you have logged airtime on a different wireless device immediately prior to the time of Loss, then such wireless device shall be considered Covered Equipment so long as such wireless device is owned or leased by You and You provide Us proof of ownership or lease. **4> “Eligible Wireless Communications Device”** means only wireless communications devices that are on the list of eligible devices at the time of purchase that are eligible for coverage under this Contract. For a list of eligible devices, please visit www.phoneclaim.com/cricket. **5> “Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, or structural failure from normal wear and tear or defects in materials or workmanship. **6> “Replacement Equipment”** means the wireless device which We provide to You in the event of a covered Operational Failure of the Covered Equipment which:

- A. Is of like kind and quality;
- B. Is either new or refurbished, and may contain original or non-original parts; and
- C. May be a different brand, model or color than the Covered Equipment.

Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment

category as the Covered Equipment at the time of Loss. **7> “Effective Date”** means the effective date of coverage which is the date the charges for the Program first apply as shown on Your Bill. **8> The “Program”** means the Cricket Protect Service Warranty described in this Contract.

What Is Covered. If the Covered Equipment fails due to an Operational Failure after the manufacturer’s warranty period and while this Contract is in effect, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If failure occurs in the standard battery, standard wall charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery, one standard wall charger, and/or one SIM Card, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished in Our sole discretion. The Replacement Equipment immediately becomes the Covered Equipment.

Coverage also includes access to 16 GB of photo storage through the myPhotoVault application. For more information or to download the myPhotoVault application, please visit https://provision.myexpertcricket.com/resources/myphotovault_eula.html.

If the Covered Equipment under this Contract fails due to an Operational Failure, during the manufacturer’s warranty period and while this Contract is in effect, You will be entitled to utilize Cricket Wireless expedited in-warranty exchange service and the expedited delivery charges will be waived.

Contract Period. Your coverage begins on the Effective Date and continues from month to month until terminated by You or by Us. We may elect not to renew the Program upon thirty (30) days written notice to You.

Charges. You agree to pay the monthly charge for this Contract each month when charged on Your Bill. Applicable non-return charges, non-covered claim charges, or shipping/restocking charges, if any, may be charged to You, or, at Our discretion, collected from You prior to providing Replacement Equipment. If We do not receive full payment on the due date, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged.

Claim Service Fee. A nonrefundable claim service fee, as set forth in the schedule below, is payable at the time a replacement is approved by Us for each replacement based on the equipment category of the equipment being replaced. The claims service fee will not apply to warranty facilitations provided through Cricket Wireless during the term of the standard manufacturer’s warranty.

The applicable deductibles are set forth in the deductible schedule below.

Claim Service Fee Applicable to Each Replacement				
Equipment				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$10	\$40	\$75	\$130	\$250

Limits. A maximum of three (3) Replacements of Covered Equipment will be allowed in any one twelve (12) month period. The twelve-month period is calculated based on the Date of Replacement for each covered Loss. The most We will spend, in any one occurrence, to replace Covered Equipment is \$2,500. For any one claim, We will not pay for Replacement Equipment having retail value of more than the limit, less the applicable claims service fee.

What Is Not Covered.

The Program does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, improper installation, water damage, or customer negligence; 4> normal wear and tear that does not affect the mechanical or electrical function of the Covered Equipment; 5> cracked displays; and 6> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment.

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

1> Contraband or property in the course of illegal transportation or trade; 2> property in transit to You from anyone other than Us; 3> consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on claims approved for replacement of the Covered Equipment if the battery has also failed); 4> battery chargers (one standard wall charger will be provided with Replacement Equipment on claims approved for

replacement of the Covered Equipment if the charger has also failed); or 5> any accessories (except as otherwise provided with respect to batteries, battery chargers, and SIM cards), including memory cards or other external storage devices, color face plates, personalized data, or customized software, such as apps, ringtones, games, or screen savers.

To Obtain Service. In the event of an Operational Failure of Covered Equipment, call Asurion at 1-855-309-8342 or visit www.phoneclaim.com/cricket. You must file the claim within thirty (30) days of the Operational Failure. If Your claim is approved by phone, We will provide the Replacement Equipment by mail within ten (10) business days, or We may require You to pick up the Replacement Equipment at a retail location in Your area. We may require You to provide a government-issued photo ID., other than a student or professional license or ID.

Return of Replaced Equipment/Non-return Charge. Covered Equipment approved for replacement must be returned to Us. You will be required to return, within ten (10) days, the failed Covered Equipment to Us at Our expense in the return mailer We provide. You must return the Covered Equipment as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.**

Charge for Non-Covered Claims. If We ship You Replacement Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Covered Equipment did not suffer an Operational Failure covered by the Program. The non-covered claim charge applicable to the model of Replacement Equipment We provided will be charged to You unless You return the Replacement Equipment, in good working order, at Your cost of shipping within fifteen (15) days of Our notification. If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment, and a \$0 shipping and restocking charge will be included on Your Bill.

Cancellation. This Contract may be cancelled by You or by Us for any reason at any time. You may cancel this Contract by contacting Us in writing at Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605. If You cancel this Contract within thirty (30) days from Your receipt of this Contract (the First 30 days), You will then receive a refund or credit for the full Contract price paid unless You had a covered claim during the First 30 days. In the event You had a covered claim during the First 30 days, Your refund will be the greater of the full Contract price paid less the cost of any covered claim or 100% of the pro rata unearned portion of the Contract price paid, if any, based upon elapsed time. Your refund will be 100% of the pro rata unearned portion of the Contract price

paid, if any, based upon elapsed time if:

- (i) You cancel after the First 30 days; or
- (ii) We cancel this Contract.

For residents of Alabama, Arkansas, California, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, Puerto Rico, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month. If You fail to make any monthly payment for this Contract or any charge provided for in this Contract, coverage will cease on the date the payment was due. In the event We cancel this Contract, We shall provide You with a written notice at least thirty (30) days prior to the Effective Date of cancellation, which notice shall state the Effective Date and reason for cancellation. Any termination, cancellation, suspension, interruption, or discontinuation of any Cricket Wireless feature (including Cricket Protect) that You purchased in combination with the Program constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

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

Arbitration Agreement. For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "We" and "Us" also include (1) the respective

parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of Asurion, as defined above; and (2) Cricket Wireless, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of Your concerns about the Contract can be addressed simply by contacting us at 1-866-856-3882. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH 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.**

(a) This A.A. shall survive termination of the Contract 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 the Contract or the relationship between You and Us, 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 or entities of Your dispute. They may be able to seek relief on your behalf.

(b) To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If We do not resolve the dispute 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. Asurion 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) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules (“Rules”). 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 \$10,000 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 \$10,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or 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) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement We offered or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or \$7,500.00, 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. Asurion waives any right it may have under applicable law to recover attorney's fees and expenses from You if we prevail 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 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. shall be null and void.

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

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

Insurance. This Contract is not an insurance policy. Under this Contract, Asurion's obligations are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin Street, 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 any other jurisdiction as required by law. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired, You may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

Terms and conditions vary for Cricket Wireless customers purchasing in some jurisdictions as set forth in this Contract. The Program may not be available in all states.

State specific provisions:

In Alabama: The Cancellation provision is amended by replacing all references to “the full Contract price” with “all monthly Contract charges.”

In Arizona: We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions that occurred prior to when the Covered Equipment was owned by You. The fourth sentence of the Cancellation provision is deleted and replaced with the following: “In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time.” The Arbitration Agreement of this Contract does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance. Obligations of Asurion under this Contract are backed by the full faith and credit of Asurion.

In Connecticut: The term of this Contract will be automatically extended for the period during which the Covered Equipment is in the custody of a service center for repair. Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event of a dispute with Us that You and We cannot resolve, You may submit a formal complaint to 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 Equipment, the cost of repair of the Covered Equipment and a copy of this Contract. In-home service is not provided.

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

In Georgia: We may not cancel this Contract before the expiration of the monthly Contract term, unless You fail to pay any amount due or You engage in fraud or material misrepresentation in obtaining this Contract. The cancellation shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. If this Contract is terminated before the expiration of the term, We will not deduct the cost of any covered claims from Your refund. Subsection 1> of the **What Is Not Covered** provision of this Contract is replaced by the following: “**Incidental and consequential damages, only to the extent such damages are known to You or reasonably should have been known to You.**” As stated in the Arbitration Agreement of this Contract, either party may bring an individual action in small claims court. The Arbitration Agreement of this Contract 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 to participate in class arbitrations, class actions and other similar proceedings. Nothing contained in the arbitration provision shall affect Your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

In Nevada: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: **(1)** You fail to pay any amount due; **(2)** You are convicted of a crime which results in an increase in the service required under the Contract; **(3)** You engage in fraud or material misrepresentation in obtaining this Contract or in filing a claim for service under this Contract; **(4)** You commit any act, omission, or violation of any terms of this Contract after the Effective Date which substantially and materially increases the service required under this Contract; or **(5)** any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the Effective Date and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the First thirty (30) days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated before the expiration of the term, We will not deduct the cost of any covered claims from Your refund. The fourth sentence of the Cancellation provision is deleted and replaced with the following: “In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time.” In the event of a Force Majeure, We will not cancel this Contract. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Contract will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Contract. Contact Us at 1-855-309-8342 with questions, concerns or complaints about this Contract. The What Is Not Covered provision of this contract is amended to add the following: 7> Any defects or conditions that existed prior to the device becoming Covered Equipment. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the Nevada Department of Insurance, telephone 1-888-872-3234.

In New Hampshire: Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number:1-603-271-2261. The arbitration agreement provision of this Contract is subject to RSA 542.

In New Jersey: Cricket Protect Service Warranty 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.

In New Mexico: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: **(1)** You fail to pay any amount due; **(2)** You are convicted of a crime which results in an increase in the service required under the Contract; **(3)** You engage in fraud or material misrepresentation in obtaining this Contract; **(4)** You commit any act, omission, or violation of any terms of this Contract after the Effective Date of this Contract which substantially and materially increases the service required under this Contract; or **(5)** any material change in the nature or extent of the required service or repair occurs after the Effective Date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

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

In Oklahoma: Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. Oklahoma license number: 44198043.

In Oregon: The Arbitration Agreement provision of this Contract is replaced with the following: "For the purpose of this Arbitration Agreement, references to "We" and "Us" also include: (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of Asurion, as defined above; and (2) Cricket Wireless, LLC and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Program can be addressed simply by contacting us at 1-866-856-3882. In the event we cannot resolve any dispute, You and We may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

In Puerto Rico: Purchaser's Name:

Contract Number _____

With respect to Contracts purchased in Puerto Rico, the following changes apply: (1) The Definition provision is amended to add the following definition: "Acts of God and the Elements" are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, floods, hurricanes, tidal waves, among others. (2) The Limitation of Liability provision is deleted in its entirety and replaced with the following: Limitation of Liability. In the event of any error, omission or failure by Cricket Wireless or Asurion with respect to the Program or the services provided by Cricket Wireless or Asurion hereunder, Cricket Wireless and Asurion's RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PROGRAM). All references to Asurion and Cricket Wireless shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF CRICKET WIRELESS OR ASURION'S PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, CRICKET WIRELESS AND ASURION HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY CRICKET WIRELESS OR ASURION, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED PROVISION OF THIS CONTRACT. (3) The Arbitration Agreement provision of this Contract is amended to add the following: Any award rendered in accordance with this Contract's Arbitration Agreement shall be a nonbinding award against You, provided that You reject the arbitration decision in writing to Us within forty-five (45) days of the arbitrator's award. If You reject the arbitration decision pursuant to the terms herein, You may go to the courts of Puerto Rico to resolve the dispute. (4) The last sentence of the Charge for Non-Covered Claims provision is deleted and replaced with the following: If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment, and no shipping and restocking charge (\$0.00) will be included on Your Bill. (5) The Claim Service Fee provision is retitled "Deductible" and all references to "claim service fee" throughout this Contract are deleted and replaced with the word "deductible." (6) If You have enrolled in coverage under this Program, We guarantee that the Covered Equipment is an Eligible Wireless Communications Device,

and as such is included in the list of eligible devices. (7) The fifth sentence of the Agreement provision is deleted and replaced with the following: The changes will be considered accepted by You after at least sixty (60) days from the date we mailed the notice. (8) The To Obtain Service and Cancellation provisions are amended to call Asurion Warranty Protection Services of Puerto Rico, Inc. Customer Care at 1-855-309-8342. (9) The Return of Replaced Equipment/Non-return Charge provision is amended to provide that the non-returned equipment charge is not to exceed the then current Cricket Wireless minimum advertised sales price of the replacement equipment. (10) The first sentence of the Contract Period provision is deleted and replaced with the following: Your coverage begins on the Effective Date and renews each month until terminated by You or by Us. (11) The second sentence in the second paragraph of the Arbitration Agreement provision is deleted and replaced with the following: In the unlikely event We cannot resolve any disputes, including claims under this Contract, that You or We may have, YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (12) In the Prohibitions on Transfer and Abuse of the Program provision, all references to “abuse of” are replaced with “fraudulent activity under”.

In South Carolina: Contact Us at 1-855-309-8342 with questions, concerns, or complaints about the Program. In the event You do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, telephone number 1-800-768-3467.

In Texas: If You purchased this Contract in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if you cancel this Contract and a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is returned to Us.

In Utah: NOTICE: This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The first sentence of the Cancellation section is deleted replaced with the following: “This Contract may be cancelled by You at any time for any reason.

This Contract may only be cancelled by Us prior to the expiration of the monthly term for: (1) 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 (2) for nonpayment of premium by notifying You in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation.” The following is added to the To Obtain Service section: “Failure to notify Us within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.”

In Virginia: In the event you do not receive satisfaction under this Contract 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.

In Washington: If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

In Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. These Contract terms and conditions together with Your monthly bill (“Bill”) from Cricket Wireless and Your welcome letter (the “Contract”) govern the Program. We may only cancel this Contract before the end of the agreed Contract period on the grounds of nonpayment, a material misrepresentation made by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The Arbitration Agreement provision of this Contract is amended as follows: (1) the second and third sentences of the second paragraph are deleted and replaced with the following: “**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 ARBITRATIONS AND CLASS ACTIONS.**”; and (2) the phrase “and is governed by the Federal Arbitration Act” in the first sentence of paragraph (a) is deleted in its entirety.

In Wyoming: Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the Program fee, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. The Arbitration Agreement provision in this Contract is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted

within the state of Wyoming. For the purpose of this Arbitration Agreement, references to “We” and “Us” include Asurion and Cricket Wireless and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.”

Form 3400 v.CP2 (Rev. 01/20)

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