

Pixel Care+

Terms and Conditions

For Pixel Care+ without Loss and Theft

Pixel Care+

Summary of Key Terms and Important Information

Plan Charge	2-year Plans – \$19.00-\$299.00 paid upfront at time of purchase. Monthly plans – \$5.00-\$16.00 billed monthly for sixty months or based on your enrolled plan. Plan charges depend on device model. Please see below for the plan charges by device.			
Coverage and Description	Service Contract: Operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship, normal wear and tear, or unintentional and accidental damage from handling as a result of normal use (“ADH”) for eligible devices.			
Claim Limits	Service Contract: No limit on the number of ADH claims or post-warranty breakdown claims. \$1,500.00 value maximum per claim. All claims must be reported within ninety (90) days of the incident.			
Repairs and Replacement Service Fee	\$0.00-\$99.00 non-refundable service fee per approved repair or replacement claim. See below for the service fee schedule for your program fees.			
Replacement or Repair for Devices	Replacements may be fulfilled with new or refurbished devices and may be the same model or another model of like kind and quality. Replacement devices may contain original or non-original replacement parts. Color, features, and accessory compatibility are not guaranteed. Repairs available for select smartphones only. For more information or to see the service fee table, visit support.google.com/store?p=pixelcare .			
Battery Replacement	If an eligible device is outside the manufacturer’s warranty period and powers on but fails to maintain an adequate charge after diagnostic testing, we will repair the device by replacing the battery. For more information, please visit support.google.com/store?p=pixelcare . We’ll test your battery and let you know if you are eligible for a battery replacement.			
Covered Devices	Phones, smartwatches, tablets, and Fitbits. Accessories are not covered.			
Cancellation Policy	This is an optional plan and will continue until the term end date unless cancelled. You can cancel by visiting store.google.com/pixel-care . If cancelled, a refund will be provided as described in the terms and conditions.			
Arbitration Agreement	The terms and conditions include a binding individual arbitration provision applicable to this plan (unless state exceptions apply). See the terms below for more information.			
Service Fees (depending on device)	Covered Device Tier		ADH Repair for Front Screens and Back Glass (for eligible devices) and Operational Failures	All Other ADH Repairs and Replacements
	Tier 1:	Phones: Pixel 9a, Pixel 8a	\$0.00	\$49.00
		Tablets: Pixel Tablet		
		Watches: Pixel Watch 4 (45 mm), Pixel Watch 4 (41 mm), Pixel Watch 3 (45mm), Pixel Watch 3 (41mm), Pixel Watch 2		
	Tier 2:	Phones: Pixel 10, Pixel 9, Pixel 8	\$0.00	\$59.00
	Tier 3:	Phones: Pixel 10 Pro Fold, Pixel 10 Pro XL, Pixel 10 Pro, Pixel 9 Pro Fold, Pixel 9 Pro XL, Pixel 9 Pro, Pixel 8 Pro	\$0.00	\$99.00
	Covered Device Tier		Operational Failure Replacements	ADH Replacements
	Tier 1:	Fitbit Devices: Fitbit Inspire 3, Fitbit Ace 3	\$0.00	\$19.00
	Tier 2:	Fitbit Devices: Fitbit Versa 4, Fitbit Sense 2, Fitbit Luxe Gorjana, Fitbit Luxe, Fitbit Charge 6, Fitbit Ace LTE	\$0.00	\$29.00

Summary of Key Terms and Important Information - continued

	Device Category	Covered Device	Monthly Charge	Upfront Charge
Plan Price for Pixel Care+ (at the time of purchase)	Phones	Pixel 10 Pro Fold	\$16.00	\$299.00
		Pixel 10 Pro XL	\$13.00	\$239.00
		Pixel 10 Pro	\$13.00	\$239.00
		Pixel 10	\$9.00	\$179.00
		Pixel 9 Pro Fold	\$15.00	\$279.00
		Pixel 9 Pro XL	\$12.00	\$199.00
		Pixel 9 Pro	\$12.00	\$199.00
		Pixel 9	\$8.00	\$159.00
		Pixel 9a	\$6.00	\$119.00
		Pixel 8 Pro	\$12.00	\$199.00
		Pixel 8	\$8.00	\$159.00
	Pixel 8a	\$6.00	\$119.00	
	Tablets	Pixel Tablet	\$5.00	\$99.00
	Watches	Pixel Watch 4 (45 mm)	\$5.00	\$99.00
		Pixel Watch 4 (41 mm)	\$5.00	\$99.00
		Pixel Watch 3 (45mm)	\$5.00	\$99.00
		Pixel Watch 3 (41 mm)	\$5.00	\$99.00
		Pixel Watch 2	\$5.00	\$99.00
	Fitbit Devices	Fitbit Versa 4	N/A	\$29.00
		Fitbit Sense 2	N/A	\$29.00
		Fitbit Luxe Gorjana	N/A	\$29.00
Fitbit Luxe		N/A	\$29.00	
Fitbit Charge 6		N/A	\$29.00	
Fitbit Ace LTE		N/A	\$29.00	
Fitbit Inspire 3		N/A	\$19.00	
Fitbit Ace 3	N/A	\$19.00		

Additional Important Information:

- To file a claim, go online at store.google.com/pixel-care. All claims must be filed within 90 days of the incident. For replacements, you can avoid a non-return fee by returning your damaged or malfunctioning device.
- If you have any questions, or need help filing a claim, contact us at 866-672-0073.
- This Plan does not provide coverage for loss and theft.
- Electronic Communications: Asurion may send you program communications, including Legal Notices and terms and conditions, electronically using the last email address on file with Google, the mobile number identified in the Google system as the account owner or any other email address or mobile number you provide to Asurion, unless prohibited by state law. If electronic delivery is not possible, this information will be mailed to you. Legal notices will not be sent to New York customers electronically. Please update your email with Google any time your email or physical address changes as terms and conditions and Legal Notices will be sent to your email or physical address on file. Please see g.co/pixelcare/useca for the Electronic Communications Agreement.
- Limitations and exclusions apply. See Terms and Conditions below for complete program details.
- For monthly plans, the plan is not renewable but is billed on a month-to-month basis until the end of the term.

We, the Administrator or the Seller from whom You purchased the Covered Equipment and this Plan, may make available additional equipment and services at a discount from time to time, for Your consideration.

Service Contract for Pixel Care+

Plan Providers*:

Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services of Puerto Rico, Inc.

*As used in this Plan, “We,” “Us,” and “Our” means the provider obligor under this Plan as follows: If this Plan 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 Plan. If purchased by phone, internet or other electronic means this Plan is purchased in the state identified in Your shipping address in the records of Google at the time of purchase.

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.

Terms & Conditions

These terms and conditions together with Your order confirmation from Google (the “Plan”) govern the Program, so You should keep this Plan for future reference. Your Google Device ID, which includes your IMEI or serial number for the Covered Equipment is Your Plan number.

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

Definitions.

- 1> **“Google”** means Google, LLC and any successors, the Seller of this Plan. You can reach the Seller at support.google.com/store/gethelp or call Us at 866-672-0073.
- 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 805227, Chicago, IL 60606-1078 or call 866-672-0073.
- 3> **“Administrator”** means Asurion.
- 4> **“Covered Equipment”** means the eligible device identified by the IMEI or Serial Number in the enrollment records provided by Google to Us.

- 5> **“Operational Failure”** means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from (i) defects in materials and/or workmanship; (ii) normal wear and tear; (iii) power surge; or (iv) the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold as shown on support.google.com/store?p=pixelcare for Pixel phones, watches, and tablets following the expiration of Your manufacturer’s warranty.
- 6> **“Accidental Damage From Handling” (“ADH”)** means unintentional and accidental damage from handling as a result of normal use for eligible portable devices.
- 7> **“Replacement Equipment”** means the **NEW, REFURBISHED OR REMANUFACTURED EQUIPMENT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED EQUIPMENT** which We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment.
- 8> **“Date Issued”** means the plan start date shown on Your enrollment confirmation. If you enrolled in the Plan at the same time you purchased your device on-line, this is your device shipping date. If you enrolled in the Plan on-line within 60 days of purchasing your device, this is either your device shipping date or the date you enrolled in the Plan, whichever is later.
- 9> **“Program”** means the Pixel Care+ program described in this Plan.
- 10> **“Authorized Service Provider(s)”** means a location authorized by Us to provide repairs or Replacement Equipment.

What is Covered.

If the Covered Equipment fails due to an ADH or Operational Failure, We will repair it, or, at Our sole option, replace it with a device of comparable kind and quality. If We determine that We cannot repair or replace Your Covered Equipment, We may, at Our discretion: issue You a credit for the replacement cost of the Covered Equipment, as determined by Us, based on its value immediately prior to the breakdown. **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 device provided as the Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. **NOTE: For Your Covered Equipment:** You are responsible for backing up all computer software and data prior to commencement of any repairs. **We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on Your Covered Equipment.**

COVERAGE BENEFITS BEGINNING ON THE DATE ISSUED:

1. Accidental Damage from Handling
2. Operational Failure due to Power surge
3. Priority access to experts for support services regarding this Plan.

Plan Period. The term of this Plan begins on the start date indicated on Your enrollment confirmation and continues for the term indicated in your enrollment confirmation unless cancelled. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. Except for the coverage outlined above, which begin on the Date Issued, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of Your term, unless cancelled or fulfilled pursuant to the provisions in this Plan. In the event Your Covered Equipment is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

Charges. The Plan Charge of this Plan is indicated on Your sales receipt or order confirmation and continues for the term indicated in Your enrollment confirmation, unless canceled. Non-payment by You will result in cancellation of the Plan as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with Google to process payments, failure to do so may cause Your Plan to be cancelled. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your Plan Charges.

MANUFACTURER'S RESPONSIBILITIES: Parts and services covered by the manufacturer during the manufacturer's warranty period are the responsibility of the manufacturer.

WHAT IS NOT COVERED

The Plan does not cover:

1> Incidental or consequential damages; 2> Operational Failures caused by acts of God or other disaster (whether natural, man-made, or catastrophic), fire, smoke, flood, explosion, war, civil disorders, riot, terrorism, nuclear event, strike, embargo, acts of the government, military authority, or the elements; 3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation, or customer negligence; 4> Damage caused by corrosion, dirt, mold, rust, sand, insects or animals 5> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 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; 7> Service performed by unauthorized repair personnel; 8> Covered Equipment with altered or missing serial or IMEI numbers; 9> "No Problem Found" diagnosis or failure to follow the manufacturer's instructions; 10> Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan; 11> 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; 12> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases; 13> Damage caused by foreign objects; and 14> Operational Failure due to any design flaw or systemic manufacturing defect, or failure covered by the manufacturer's warranty or manufacturer's recall in effect at the time of the failure.

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

1> Contraband or property in the course of illegal transportation or trade; 2> Damage to Property in transit to You; 3> Battery chargers; 4> Any accessories 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer; or 6> Covered Equipment that is missing any part or parts.

Claim Limit. There is no limit to the number of ADH claims under this coverage. There are no claim limits for all other Operational Failures. For any single claim, the maximum amount We will spend to replace or repair the Covered Equipment is \$1,500.00.

To Obtain Service.

If Your Covered Equipment experiences an ADH or Operational Failure, You may go online to store.google.com/pixel-care twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 7 a.m. – 11 p.m. CST seven (7) days a week at 866-672-0073 to speak to an agent. Please visit support.google.com/store?p=pixelcare to see any updates to the hours of operations. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at Authorized Service Providers, or by mail. We will pay for the cost of shipping Your Covered Equipment to and from the Authorized Service Provider if depot service is required. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan.

You must file Your claim within ninety (90) days of an Operational or ADH Failure. If You fail to file Your claim within ninety (90) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Equipment, You may be required to mail or deliver Your Covered Equipment for repair as directed by Us. If We arrange for the replacement of Your Covered Equipment, We will provide the Replacement Equipment by mail within fourteen (14) business days, in most cases, or We may require You to pick up the Replacement Equipment at a retail location in Your area. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement under this Plan.

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

Claim service fee is payable when the Replacement Equipment is shipped to You or when the repair is completed. See tiers below:

For Pixel Phones, Tablets, and Smartwatches:

Covered Device Tier:	ADH Repair for Front Screen and Back Glass Repair (for eligible devices) and Operational Failures	All Other ADH Repairs and Replacements
Tier 1	\$0.00	\$49.00
Tier 2	\$0.00	\$59.00
Tier 3	\$0.00	\$99.00

For Fitbit Devices:

Covered Device Tier:	Operational Failure Replacements	ADH Replacements
Tier 1	\$0.00	\$19.00
Tier 2	\$0.00	\$29.00

Return of Replaced Equipment/Non-return Charge. Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment to an Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within fourteen (14) days of the delivery of Your Replacement Equipment in the return mailer We provide. You must return the Covered Equipment as directed by Us, including unlocking the Covered Equipment, 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.**

TRANSFERABILITY: This Plan is not transferrable by You, and may not be assigned by You. This Plan is transferable at Our discretion.

RENEWAL: This Plan is not renewable.

Cancellation. You can cancel this Plan at any time for any reason by visiting store.google.com/pixel-care. You can also contact Us at support.google.com/store/gethelp and/or if you need assistance with support.google.com/store/gethelp to cancel, call 866-672-0073, or by writing to: P.O. Box 061078, Chicago, IL 60606-1078. In the event You cancel this Plan within thirty (30) days of receipt of this Plan, You will receive a full refund of any 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. In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by You or by Us for any reason at any time. In the event We cancel this Plan, 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 grounds 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 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 We cancel this Plan, We will refund You 100% of the pro-rata amount of the unearned portion of the Plan price paid, if any, based upon elapsed time. For residents of AL, AR, CA, CO, DC, GA, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, PR, SC, TX, WA, WI, WY, and any other jurisdiction required by law, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your account with Google, or any Google feature, including Pixel Care+ with Loss and Theft Insurance, that You purchase in combination with this Plan, for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Plan.

Insurance. 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. 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, 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.

Limitation of Liability. IN THE EVENT OF ANY ERROR, OMISSION OR FAILURE BY ASURION OR GOOGLE WITH RESPECT TO THE PLAN OR THE SERVICES PROVIDED BY ASURION OR GOOGLE HEREUNDER, ASURION AND GOOGLE'S RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF ASURION OR GOOGLE PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR GOOGLE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR GOOGLE HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR ASURION OR GOOGLE'S PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND GOOGLE, 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.

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 Plan immediately.

Waiver. No waiver in whole or in part of any term or condition of this Plan shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. You can find the current claim service fee schedule at support.google.com/store?p=pixelcare or by calling 866-672-0073.

Arbitration 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 the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the obligor and Administrator of this Plan (as defined above). Most of Your concerns about this Plan can be addressed simply by contacting Us at 866-672-0073. 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 37222-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of Your mailing address unless You and We agree to a different location.

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.
 - 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.

State specific provisions:

In Arizona: If Your written notice of cancellation is received prior to the expiration of the term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Seller, its assignees, subcontractors and/or representatives, or to any conditions that obligor or Seller knew or reasonably should have known. 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.

Subsection (3) of the first paragraph of the **What is not Covered** provision is deleted and replaced with the following: **“3> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation by someone other than us or our agent, or customer negligence.”** Subsection five (5) of the second paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by the manufacturer while owned by You.”** The second sentence of the **Agreement** section is deleted and replaced with the following: “We may change the monthly (if applicable to your Plan) charge for the Program, the administration of the Program, or these terms and conditions, at the time of Your monthly payment renewal by providing You written notice at least thirty (30) days’ prior to the end of Your monthly payment renewal. Any changes that are favorable to You or are required by any applicable regulatory agency may take effect during Your coverage term.

In California: For all products other than home appliances and home electronic products, the **Cancellation** section is amended as follows: If the Plan is cancelled by You: (a) within sixty (60) days of the receipt of this Plan, You will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any claims that have been 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 or Google.

In California, the form number for use under this Plan is as follows:
625 (12/24)
v.GOOGPXF1

In Connecticut: 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 Equipment, the cost of repair of the Covered Equipment and a copy of this Plan. In-home service is not provided.

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

In Georgia: We may only cancel this Plan before end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and dated thirty (30) days from the effective date of cancellation. If this Plan is terminated before the expiration of the term, We will not deduct the cost of any covered claims that have been paid or repairs that have been made from Your refund. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision 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 and class actions. Nothing contained in the Arbitration Agreement provision shall 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. The third sentence in the **Cancellation** section is deleted and replaced with the following: “In the event You cancel this Plan after thirty (30) days of receipt of this Plan, You will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. Subsection 1> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“Incidental and consequential damages, only to**

the extent such damages are known to You or reasonably should have been known to You.” Subsection 5> of the first paragraph of the **What is Not Covered** provision in this Plan is replaced with the following: **“pre-existing Operational Failures known to You, of the Covered Equipment occurring before the time it was established as the Covered Equipment.”**

In Maine: The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled upon fifteen (15) days’ notice to You.” The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: “Upon fifteen (15) days’ notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan.”

In Minnesota: The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled upon five (5) days’ notice to You.” The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: “Upon five (5) days’ notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan.”

In Nevada: 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. If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the Plan term, unless: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan. Notice of cancellation will be made with fifteen (15) days’ notice 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. Your right to void this Plan during the first thirty (30) days following receipt is not transferable and applies only to the original Plan purchaser. The sixth sentence of the **CANCELLATION** provision is deleted and replaced with the following: “If You fail to make any payment for this Plan or any charge required under this Plan, this Plan will be cancelled upon fifteen (15) days’ notice to You.” Subsection 5> of the second paragraph of the **What is Not Covered** provision is replaced with the following: **“IF THE PRODUCT IS MODIFIED OR ALTERED WITHOUT OUR AUTHORIZATION, WE WILL ONLY PROVIDE APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED MODIFICATION OR ALTERATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THIS PLAN.”** The second sentence of the **Agreement** section is deleted and replaced with the following: “We may change the monthly (if applicable to your Plan) charge for the Program, the administration of the Program, or these terms and conditions, at the time of Your monthly payment renewal by providing You written notice at least fifteen (15) days’ prior to the end of Your monthly payment renewal. Any changes to these Terms and Conditions that are required to be filed in advance by Us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective.” Contact Us at 866-672-0073 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. All references to “service fee” are deleted and replaced with “deductible”.

In New Hampshire: Contact Us at 866-672-0073 with, questions, concerns, or complaints about the Plan. 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. The Arbitration Agreement provision of the Plan is subject to RSA 542. If this Plan is 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 New Mexico: If this Plan has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Plan term, unless: 1> You fail to pay any amount due. Notice of cancellation will be made with fifteen (15) days’ notice to You; 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. Notice of cancellation will be made with fifteen (15) days’ notice 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 increases 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.

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

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

In Oregon: The **Arbitration Agreement** provision of this Plan is replaced with the following: “For the purpose of this Arbitration Agreement, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns of the Plan obligor and Administrator, as defined above. Most of Your concerns about the Plan can be addressed simply by contacting Us at 866-672-0073. 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: _____
Plan Number: □□□ - □□□ - □□□□

With respect to Plans purchased in Puerto Rico, the following changes apply: 1> The **Non-Waiver** provision of this Plan is deleted and does not apply. 2> The **Definitions** provision is amended to add the following definition: **“11> “Acts of God and the Elements”** refers to destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, flood, hurricanes, tidal waves, among others.” 3> All references of “service fee” throughout this contract are amended by removing “service fee” and replacing it with the word “deductible”. 4> If You have enrolled in

coverage under this Plan, We guarantee that the product(s) are included in the list of covered products. 5> The fifth sentence 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 Plan, that You or We may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.**” 6> 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.” 7> Item **3**> in the **WHAT IS NOT COVERED** provision is amended by deleting the word “abuse”. 8> The sixth sentence of the **CANCELLATION** provision 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 be cancelled upon fifteen (15) days’ notice to You.”

In South Carolina: Contact Us at 866-672-0073 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, SC 29201 or 1-800-768-3467.

In Texas: If You purchased this Plan 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 (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: 344.

In Virginia: Contact Us at 866-672-0073 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 Plans 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. The sixth sentence of the **CANCELLATION** provision 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 be cancelled upon twenty-one (21) days’ notice to You.” The seventh sentence of the **CANCELLATION** provision is deleted and replaced with the following: “Upon twenty-one (21) days notice, We may cancel this Plan for fraud or material misrepresentation in obtaining coverage under this Plan or in filing a claim under this Plan.”

In Wisconsin: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this Plan before the end of the agreed Plan term on the grounds of nonpayment of the Plan fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use upon five (5) days’ notice to You. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this Plan is amended as follows: **“TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS PLAN, OR SMALL CLAIMS COURT. BY AGREEING TO THIS PLAN, 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.” In Section 1(b) of the **Arbitration Agreement** provision of this Plan, the following sentence is deleted in its entirety: “Is governed by the Federal Arbitration Act.”

In Wyoming: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or Google, or a substantial breach of duties by You relating to the Google service or its use. The **Arbitration Agreement** provision in this Plan 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 provision, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service Plan insurers, agents, employees, successors and assigns.

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