

Welcome to Protect Extended Service Contract for 1

Important Information,
including Terms and Conditions

Effective February 24, 2022

Extended Service Contract for 1 Program Details

Monthly Charges	\$6.00 per mobile number enrolled
Enrollment	Enrollment in this program will continue to renew monthly on your Liberty Mobile wireless bill until cancelled.
Claim Limits	Extended Service Contract Claim Limits: 2 claims for accidental damage from handling (ADH) within any consecutive 12 month period. Unlimited repairs or replacements for screen and out of warranty malfunction claims, including battery replacements. Maximum device value of \$3,500 per occurrence.
Replacement Device	Claims may be fulfilled with new or AT&T Certified Restored equipment, which is previously opened, and/or used (which may be refurbished or remanufactured, and may contain original or non-original replacement parts) of the same model or other models of like kind and quality. Colors, features and accessory compatibility are not guaranteed. Protect Extended Service Contract for 1 customers with a claim that is filed and approved by 4pm (local time) may be able to receive a replacement device the same day.

Screen Repair of Device	As soon as same-day repair may be available for eligible devices in select areas. Same day repair option depends upon claim approval time, parts availability, and technician availability. Repairs are performed by an Asurion-certified technician and come with a 12-month limited warranty. Repairs may use new or refurbished parts and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. Newly-launched device models may not be eligible for repair. For a partial list of eligible devices, see the Partial List of Screen Repair Eligible Devices in this brochure. Go to phoneclaim.com/liberty to see if your device is eligible for repair. Devices and areas subject to change at any time.
Battery Replacement	If an eligible wireless device powers on and the battery fails to maintain an adequate charge after diagnostic testing, we will repair the eligible wireless device by replacing the battery during the extended warranty period.
Covered Incidents	Accidental Damage from Handling and out of warranty malfunctions (mechanical and electrical failure).
Cancellation Policy	You may cancel your optional coverage at any time by calling 888.562.8662 or going to att.com/myatt, and you will receive a prorated refund of any unearned monthly charges. We may cancel or change terms by giving you prior written notice as required by law.

Covered Equipment	<p>Phone — Includes wireless phone, standard battery, standard battery charger and SIM.</p> <p>Wireless Home Phone — Includes wireless home phone device, power cord, back-up battery, phone cable, and SIM.</p> <p>Tablet — Includes connected wireless tablet, and if part of loss, standard battery charger, and SIM.</p> <p>Laptop (connected only) — Includes laptop, and if part of covered loss, one standard charger.</p> <p>For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.</p> <p>For current and updated program terms, see att.com/esc1terms.</p>
	When you activate your own device on the Liberty Mobile network, it may be eligible for enrollment in device protection within 30 days. If the device make/model is currently or was previously sold by Liberty Mobile, the applicable replacement and screen repair Service Fee for that specific make/model applies for all approved claims. For a non-Liberty Mobile device make/model, Device Tier 2 applies. Replacement options will vary depending on Service Fee Tier. Device must be in good working condition and may be subject to inspection prior to enrollment.
	Bring Your Own Device
	<p>Arbitration</p> <p>In the unlikely event we cannot informally resolve any disputes, including any claims under the Protect Extended Service Contract for 1 program, you will be required to:</p> <p>1) RESOLVE ANY DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT ACTIONS INSTEAD OF THROUGH THE COURTS OF GENERAL JURISDICTION; AND 2) WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS.</p>

Replacement Service Fees	A non-refundable service fee will be charged for each approved claim. Service fee amounts are based on device tiers.	
	Device Tier	Service Fee
	Tier 1	\$25
	Tier 2	\$100
	Tier 3	\$225
	Tier 4	\$275
To see the service fee amount for your device, go to phoneclaim.com/liberty .		

Screen Repair Service Fees	Device Tier	Service Fee
	Tier 1	\$29
	Tier 2	\$29
	Tier 3	\$29
	Tier 4	\$29

Battery Replacement Repair Service Fee for Eligible Devices	Device Tier	Service Fee
	Tier 1	\$0
	Tier 2	\$0
	Tier 3	\$0
	Tier 4	\$0

Partial List of Covered Devices
Updated as of February 24, 2022

Service Fee for Replacement Devices	
Device Tier 1 \$25	AT&T Cingular Flip IV Harman Spark 2.0 Kyocera Dura XE Epic Samsung Galaxy A12/A13/A51/A51 5G
Device Tier 2 \$100	Apple® iPhone® SE/SE 2020 Apple® Watch Series SE/6/7 GPS + Cellular (Aluminum Case – All Bands) Samsung A52 5G Samsung Galaxy Watch 3/Watch 4 Motorola One 5G Bring Your Own Device (a non-Liberty Mobile make/model)
Device Tier 3 \$225	Apple® iPhone® 12 64 GB/12 Mini 64 GB/12 Mini 128 GB/13 Mini 128GB+ Apple® Watch Series 6/7 GPS + Cellular (Stainless Steel Case – Sport and Loop Bands) Apple® iPad Mini (2021) Google Pixel 4/5/6 Samsung Galaxy S20 FE 5G/S20 5G Microsoft Surface Go 2/Surface Duo
Device Tier 4 \$275	Apple® iPhone® 12 128GB/12 256GB/12 Pro/12 Pro Max/13/13 Pro/13 Pro Max Apple® 12 Mini 256 GB/13 Mini 256Gb/13 Mini 512 GB Apple® iPad Pro 11-inch (2021)/12.9-inch (2021) Motorola razr 5G (2020) Samsung Galaxy Z Fold2 5G/Z Fold3 5G Samsung Galaxy Note 20 5G/Note 20 Ultra 5G Samsung Galaxy S20+ 5G/S20 Ultra 5G/S21+ 5G/S21 Ultra 5G Samsung Galaxy Z Flip 5G/Z Flip3 5G Google Pixel 4XL/6 Pro

To see the service fee amount for your device, please visit phoneclaim.com/liberty or call Asurion at 888.562.8662. Some devices may be moved to a different service fee tier during their lifecycle.

Partial List of Screen Repair Eligible Devices Table	
Below is a partial list of screen repair eligible devices. To see if your device is eligible for repair, go to phoneclaim.com/liberty . Eligible devices and available areas are subject to change at any time.	
\$29 Screen Repair Service Fee	Apple® iPhone® 8/8 Plus Apple® iPhone® X/XR/XS/XS Max Apple® iPhone® 11/Pro/Pro Max Apple® iPhone® 12/Mini/Pro/ProMax Apple® iPhone® 13/Mini/Pro/ProMax LG G6/V30/V35 ThinQ/V40 ThinQ Google Pixel 4/4XL/4A 5G/5 Samsung Galaxy S®7/S8/S9/S10 Samsung Galaxy S®8+/S9+/S10+/S10 5G/S10E Samsung Galaxy Note 8/9/10/10+/10+ 5G Samsung Galaxy 20/20FE/20P/20 Ultra Samsung Galaxy 21/21P/21 Ultra

Important Disclosures for Protect
Extended Service Contract for 1

Coverage Is Optional

Protect Extended Service Contract for 1 is optional coverage that you are not required to purchase in order to purchase services or devices. Enrollment and replacement authorization shall be at the sole discretion of Asurion, the obligor; or any other authorized representative in accordance with the terms of the Service Contract and applicable law.

Limitations and Exclusions

The coverage does contain limitations and exclusions. For example, intentional damage, cosmetic damage and device failures due to faulty parts or workmanship are excluded. Complete exclusions and limitations can be found in the included Service Contract.

Customer Satisfaction

Asurion strives to satisfy every customer and ask that you allow us the opportunity to resolve any question, concern or complaint you may have by calling us at 888.562.8662.

Communications

If you have provided or in the future provide your email or other electronic address to Liberty Mobile, we may communicate Protect Extended Service Contract for 1 program information and legal notices to you through electronic means. If an email is not provided, the information will be mailed to you. Legal notices will not be sent to New York residents via email.

Easy Claim Process

To file a claim quickly and easily, visit phoneclaim.com/liberty or call 888.562.8662. The nonrefundable service fee associated with your device model is charged to your monthly wireless bill.

- Representatives are available to help you Monday through Friday from 8 a.m. to 10 p.m. ET; Saturday and Sunday from 9 a.m. to 9 p.m. ET.
- Report the claim within 60 days of the date of loss.
- If your device is defective or has been damaged, and you are being provided a replacement device, it must be returned using the prepaid shipping label provided with your replacement device. Non-return charges of up to \$850 will be added to your wireless bill for failure to return your defective or damaged device.
- Once your claim is approved, you can receive your replacement device as soon as the next day. Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands cannot be shipped for next day delivery.

Other Coverage

The included Service Contract may provide a **Duplication Of Coverage** already provided by a consumer's personal auto insurance policy, homeowner's insurance policy, renter's insurance policy, personal liability insurance policy or other source of coverage. This coverage is primary over any other coverage you may have. All program coverage begins on the date you enroll your device and continues until canceled or terminated pursuant to the program terms and conditions. Protect Extended Service Contract may provide certain enhanced coverage during the terms of the manufacturer's warranty. Unless otherwise licensed, Liberty Mobile associates are **not qualified or authorized** to evaluate the adequacy of your existing insurance coverage.

The included Service Contract is the entire agreement between Asurion and you. Please refer to the Service Contract for complete terms and conditions of the coverage provided. For questions regarding the coverage provided under this Service Contract, please call or write to:

Asurion Protection Services, LLC
Customer Care Center
P.O. Box 411605 • Kansas City, MO 64141-1605
Telephone: 888.562.8662

In the unlikely event we cannot informally resolve any disputes, including any claims under the attached Service Contract, please be aware that THE FOLLOWING TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII. G. OF THE INCLUDED TERMS AND CONDITIONS.

All applicable taxes and surcharges extra.

We, the administrator or the Dealer 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.

Protect Extended Service Contract for 1

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 obligated 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 billing address in the records of Liberty Mobile Puerto Rico, Inc. (“Liberty Mobile”) at the time of purchase.

Terms & Conditions

Protect Extended Service Contract for 1

These Plan terms and conditions together with Your bill (“Bill”) from Liberty Mobile (the “Plan”) govern the Program, so You should keep this Plan for future reference. Your Liberty Mobile wireless telephone 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 monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least 30 days’ written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your electronic address to Us or Liberty Mobile, 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. 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> “Dealer” means Liberty Mobile Puerto Rico, Inc. (“Liberty Mobile”) and any successors or assigns. You can write to PO Box 061078, Chicago, IL 60606-1078 or call 1-855-309-8342.

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 1-800-584-3666.

3> “Administrator” means Asurion.

4> “Covered Equipment” means one (1) device activated with the Wireless Service Provider that We have designated as eligible for coverage under the Plan, in which the connected device is activated on the wireless telecommunications service for the enrolled Liberty Mobile wireless telephone number on the date the Operational Failure of the Covered Equipment occurs and for which air time has been logged by Liberty Mobile as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.

5> “Operational Failure” means failure of the Covered Equipment to operate due to operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear; or unintentional and accidental damage from handling as a result of normal use (“ADH”) for Covered Equipment; or the standard battery’s failure to hold an electrical charge in accordance with the applicable performance threshold for mobile phones only.

6> “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 of the Covered Equipment.

7> “Date Issued” means the date You enrolled in coverage under this Program. If this is a subsequent consecutive service contract issued by Us, Date Issued means the Date Issued of the prior consecutive service Plan. If You were enrolled in a prior consecutive service contract provided by Us, Date Issued means the date You activated Your device on the prior consecutive service contract.

8> “Program” means the Protect Extended Service Contract for 1 program described in this service Plan.

9> “Authorized Service Provider(s)” mean a location designated by Us as authorized to provide repairs or Replacement Equipment.

What is Covered.

Operational Failure: If the Covered Equipment fails due to an Operational Failure that is not covered under any insurance policy, warranty or other service Plan, 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 service your Covered Equipment as specified in this Plan, we may, at our discretion: (i) replace it with a Replacement Equipment; or (ii) reimburse You for authorized repairs to, or replacement of, the Covered Equipment; or (iii) at our discretion, issue You a gift card or check, or the replacement cost of the Covered Equipment, as determined by us, based on its value immediately prior to the breakdown, not to exceed the original purchase price You paid for the Covered Equipment, including sales tax. Non-original parts may be used for repair of the Covered Equipment. If the standard battery’s capacity to hold an electrical charge fails to meet the applicable performance threshold, we will replace an unlimited number of standard batteries for one (1) connected device. If failure occurs in the standard battery, in conjunction with the Operational Failure of the Covered Equipment, We will also repair, or, at Our sole option, replace one standard battery 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 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 Computers, Laptops, Tablets,**

Mobile Phones and Watches: 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. ADH.
2. Power surge protection.

Plan Period. The term and monthly billing for this Plan begins on the date You enroll and continues on a month-to-month basis unless cancelled. This Plan is inclusive of the manufacturer’s warranty; it does not replace 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 benefits 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.

Changing Your Covered Equipment.

Asurion will administer Your claims subject to the Asurion Administration service fees described in the Claim Service Fee provision. Your previous Operational Failure claim count will carry over to your Newly activated device.

Charges. During the term of this Plan, You will be charged for the cost of this Plan on Your billing statement from Liberty Mobile. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Non-payment by You will result in cancellation of the Plan as set forth below. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your bill or, at our discretion, collected from You

prior to providing a replacement Equipment. If We do not receive full payment on the date due, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks.

WHAT IS NOT COVERED

The Plan 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, intentional damage, improper installation, or customer negligence; 4> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5> 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; 6> Service performed by unauthorized repair personnel; 7> Covered Equipment with altered or missing serial or IMEI numbers; 8> “No Problem Found” diagnosis or failure to follow the manufacturer’s instructions; 9> 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; 10> Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to: chargers, headsets, face plates and cases; 11> Introduction of foreign objects; and 12> Inherent defects that are the responsibility of the manufacturer.

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> Property in transit to You from anyone other than Us; 3> Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if the charger has also failed); or 4> Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, standard watch bands, and SIM Cards), including but not limited to color face plates, watch bands not covered under the Plan, personalized data,

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

Claim Limit. Beginning on the date You enrolled, this Plan will cover up to, but no more than, two (2) covered ADH claims, except for unlimited repairs or replacements due to cracked screens, in any one twelve (12) month period. There are no claim limits due to all other Operational Failure. For any single claim, the maximum amount we will spend to replace or repair the Covered Equipment is \$3,500.00.

To Obtain Service. If Your Covered Equipment experiences an Operational Failure, You may go online to phoneclaim.com/liberty twenty-four (24) hours a day, seven (7) days a week, or You may call customer service between the hours of 8 a.m. to 10 p.m. ET Monday through Friday, and from 9 a.m. to 9 p.m. ET on the weekends at 888.562.8662 to speak to an agent. In the event You call after hours, there will be access to an automated agent where You will be able to file a claim. **All claims, repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** At Our sole discretion, We will provide for claim fulfillment at Liberty Mobile Repair Centers, Authorized Service Providers, by mail, or by sending a remote technician to Your location. We will pay for the cost of shipping Your Covered Equipment to and from the authorized service center if depot service is required. At our sole discretion, we may require that You return or send pictures of the original Covered Equipment to us for inspection by our authorized service center, or we may require You to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. To find a Liberty Mobile Repair Center, go to phoneclaim.com/liberty or call Customer Care at 888.562.8662. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Plan.

You must file Your claim within 60 days of an Operational Failure. If You fail to file Your claim within 60 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 two 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 as a condition to receiving service or replacement or reimbursement 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.

SERVICE FEES – CONNECTED DEVICES:

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Replacement	\$25	\$100	\$225	\$275

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Repair of Connected Device	\$29	\$29	\$29	\$29
Battery Replacement	\$0	\$0	\$0	\$0

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 Liberty Mobile, Authorized Service Provider, or We may require You to return the Covered Equipment to Us at Our expense within thirty (30) days, 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: Equipment owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of an Equipment not belonging to You, may result in termination of the Plan upon notice.

RENEWAL: We may elect not to renew the Plan upon 30 days' written notice to You.

Cancellation. This Plan is provided on a monthly basis and may be cancelled by You at any time for any reason by notifying Liberty Mobile. You can cancel this Plan at any time for any reason by contacting Us at 888.562.8862, visiting att.com/myatt or by writing the Administrator at: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605. 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 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 Alabama, Arkansas, California, Colorado, District of Columbia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and 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. If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease on the date the payment was due. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with Liberty Mobile, or any Liberty Mobile feature including Protect Advantage for 4 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 Liberty Mobile with respect to the Plan or the services provided by Asurion or Liberty Mobile hereunder, Asurion and Liberty Mobile'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 Liberty Mobile PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR LIBERTY MOBILE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR Liberty Mobile HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR Liberty Mobile 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 Liberty Mobile, 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. We will post the current claim service fee schedule at

phoneclaim.com/liberty, or You can ask for the current fee at any Liberty Mobile store or by calling 888.562.8662.

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 (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the dealer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Plan can be addressed simply by contacting us at 888.562.8662. 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 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of Your mailing address unless You and we agree to a different location.

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

In Arizona: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assigns, subcontractors and/or representatives, or to any conditions that the Obligor or dealer knew or reasonably should have known about. The fourth sentence of the Cancellation provision has been 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.” 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. Obligations of Asurion under this Plan are backed by the full faith and credit of Asurion. Subsection 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.**”

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 Liberty Mobile.

The term and monthly billing for this Plan begins on the date You enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting Us at departmentc@asurion.com and/or 888.562.8663, by visiting att.com/myatt, or by writing the Administrator at P.O. Box 411605, Kansas City, MO 64141-1605. This Plan is offered on a month-to-month basis, Liberty Mobile may offer

other service contract programs and benefits which may be provided to You by Liberty Mobile. We obtained Your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.

In California, the form number for use under this Plan is as follows:

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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 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 to 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. 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 4> 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 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 monthly 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; 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. In the event of a Force Majeure, We will not cancel this Plan. 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 Plan 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 Plan. Subsection 5> of the second paragraph of the **What is Not Covered** provision in this Plan 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."** Contact us at 888.562.8662 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.

In New Hampshire: Contact Us at 888.562.8662 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.

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; **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; **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 New York: If Your Covered Equipment experiences an operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear during the manufacturer's warranty period, device set-up for the replacement device you receive, may be available at an Authorized Service Provider by calling 888.562.8662.

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 monthly 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; and the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting

us at 888.562.8662. 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: _____
Mobile Phone Number/Plan Number □□□-□□□-□□□□

With respect to Plans purchased in Puerto Rico, the following changes apply: **1>** The Waiver provision of this Plan is deleted and does not apply. **2>** 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, tornadoes, earthquakes, flood, hurricanes, tidal waves, among others. **3>** 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 Liberty Mobile minimum advertised sales price of the replacement equipment. **4>** 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 Liberty Mobile or Asurion with respect to the Plan or the services provided by Liberty Mobile or Asurion hereunder, Liberty Mobile and Asurion 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 Liberty Mobile or Asurion PERFORMANCE. FURTHER EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS Plan, Liberty Mobile and Asurion HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Liberty Mobile 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 PLAN. 5> The To Obtain Service and Cancellation provisions are amended to call Asurion Warranty Protection Services of Puerto Rico, Inc. Customer Care at 888.562.8662. 6> The Claim Service Fee provision of this Plan is amended by removing all references to “claim service fee” and replacing it with the word “deductible”. 7> 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 Plan, We will return to You Your original Covered Equipment and no shipping and restocking charge (\$0.00) will be included on Your Bill. 8> If You have enrolled in coverage under this Plan, We guarantee that the Covered Equipment is included in the list of eligible devices. 9> 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. 10> The first sentence of the Plan Period provision is deleted and replaced with the following: Your coverage begins on the date you enrolled in the Plan and renews each month until terminated by You or by Us. 11> The fourth 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.**

In South Carolina: Contact Us at 888.562.8662 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 Utah: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: “This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation.” The following language is added to the To Obtain Service section: “Failure to notify within the prescribed time will not invalidate the claim if you can show that the notification was not reasonably possible.”

In Virginia: Contact us at 888.562.8662 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 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 60 days before filing a claim directly with Continental Casualty Company.

In Wisconsin: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We 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. If You cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The eighth sentence of the CANCELLATION section of this contract is deleted and replaced with the following: “If You fail to pay any monthly fee due under this Plan,

this Plan will be cancelled by notifying you at least five (5) days prior to the effective date of cancellation. The fifth and sixth sentences of the first paragraph of the Arbitration Agreement provision of this Plan is amended as follows: **1> 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 PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the sentence “Is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (b) of the Arbitration Agreement provision in this contract is deleted in its entirety.

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 Liberty Mobile, or a substantial breach of duties by you relating to Liberty Mobile 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; and the dealer its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

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