Welcome to Protect Advantage for 1 – New York Customers

Important Information, including Terms and Conditions

Effective February 24, 2022

Protect Advantage for 1 Program Details

Monthly Premium/ Charges	**$14.00 for Device Tiers 1 & 2** **$17.00 for Device Tiers 3 & 4** Includes Protect Insurance for 1, Protect Extended Service Contract for 1, ProTech app, Photo Storage app and ProTech support for the enrolled eligible device.
Enrollment	Enrollment in this program will **continue to renew monthly on your wireless bill until cancelled.**
Claim Limits	**Insurance Claim Limits:** Maximum of three claims within any consecutive 12 months with a maximum device value of $3,500 per occurrence. **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	Once your claim is approved, you will receive your replacement device as soon as the next day.* 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. See att.com/certifiedrestored for details on these devices. Colors, features and accessory compatibility are not guaranteed. Protect Advantage customers with a claim that is filed and approved by 4pm (local time) may be able to receive a replacement device the same day. See Section III of the ProTech Support Terms of Service for more information.
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 document. 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	**Protect Insurance:** Loss, theft, and physical damage (excluding ADH). **Protect Extended Service Contract:** 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 premium/charges. We may cancel or change terms by giving you prior written notice as required by law
Covered Equipment	**Phone** – Includes the device and battery, and if part of the loss, battery charger and SIM. **Wireless Home Phone** – Includes the device plus power cord, back up battery, phone cable and SIM. **Tablet** – Includes tablet plus battery, charger and SIM (for non-Wi-Fi only). **Connected Laptop** – includes laptop, standard battery, and battery charger. **Watch** – Includes device, battery, charger and SIM. (Only watches with their own wireless number and SIM can be covered.)
Bring Your Own Device	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 Deductible/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 Device Tier. Device must be in good working condition and may be subject to inspection prior to enrollment.

* Deliveries to Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands may be shipped for next day delivery.

Arbitration	In the unlikely event we cannot informally resolve any disputes, including any claims under the Protect Advantage program, you will be required to: 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.
Replacement Deductibles/ Service Fees	A non-refundable deductible/service fee will be charged for each approved claim. Deductible/service fee amounts are based on device tiers.

Device Tier	Standard Deductible/ Service Fee
Tier 1	$25
Tier 2	$100
Tier 3	$225
Tier 4	$275

To see the deductible/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 May 25, 2022

Deductible/Service Fee for Replacement Devices	
Device Tier 1 *$25*	AT&T Cingular Flip IV Harman Spark 2.0 Kyocera Dura XE Epic Netgear Nighthawk M6 Samsung Galaxy A12/A13/A51/A51 5G

Deductible/Service Fee for Replacement Devices	
Device Tier 2 *$100*	Apple® iPhone® SE/SE 2020/SE 2022 Apple® Watch Series SE/6/7 GPS + Cellular (Aluminum Case – All Bands) Samsung A52 5G/A53 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/S21 FE 5G/S21 5G/S22 5G 128GB 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/S22 5G 256GB/S22+/S22 Ultra Samsung Galaxy Z Flip 5G/Z Flip3 5G Samsung Galaxy Tab S8+ Google Pixel 4XL/6 Pro

Partial List of Eligible Devices - Screen Repair	
Below is a partial list of devices that are eligible for screen repair. 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/Pro Max Apple® iPhone 13/Mini/Pro/Pro Max LG G6/V30/V35 ThinQ/V40 ThinQ Google Pixel 4/4XL/4A 5G/5/6/6 Pro 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 S20/S20 FE/S20+/S20 Ultra Samsung Galaxy S21/S21 FE/S21+/S21 Ultra Samsung Galaxy S22/S22+/S22 Ultra

To see the deductible/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 deductible/service fee tier during their lifecycle.

Important Disclosures for Protect Advantage for 1

Coverage Is Optional

Protect Advantage for 1 provides optional insurance and service contract 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 Continental Casualty Company, a CNA member company; Asurion, the plan administrator; or any other authorized representative of CNA in accordance with the terms of the Coverage Certificate 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 Coverage Certificate and Service Contract.

Customer Satisfaction

Asurion and CNA strive 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.

For Residents of California, Illinois, Indiana and Maryland

Consumer hotline for the California Department of Insurance is 800.927.HELP (4357), for the State of Indiana Department of Insurance is 800.622.4461, and for the Maryland Insurance Administration is 800.492.6116.

The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767, by phone at (877) 527-9431 or online at https://mc.insurance.illinois.gov/messagecenter.nsf (online form) or https://insurance.illinois.gov/Complaints/ PropertyCasualtyComplaintForm.pdf (printable format).

For Residents of Washington

For Washington residents only, we may change the insurance terms and conditions with at least thirty (30) days' notice and we may only cancel for the following reasons and notice: (i) fifteen (15) days for fraud or material misrepresentation in obtaining coverage or the presentation of a claim; (10) days for nonpayment; (iii) immediately for no longer having active service with Liberty Mobile or exhausting your aggregate claim limit; or (iv) thirty (30) days based on a determination by Liberty Mobile or the Agent that the program should no longer be offered. We will not increase the premium or deductible or restrict coverage more than once in any six (6) month period but will provide to each Washington policyholder a thirty (30) day advance written notice of any premium or deductible increased.

Communications

If you have provided or in the future provide your email or other electronic address to Liberty Mobile, we may communicate Protect Advantage 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 deductible/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 was lost or stolen, please contact Liberty Mobile to temporarily suspend service and prevent unauthorized use.
- 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 may be shipped for next day delivery.

Other Coverage

Protect Advantage for 1 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 Advantage for 1 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. Questions regarding this plan should be directed to CNA's licensed agent, Asurion Protection Services, LLC.

The included Coverage Certificate is the entire agreement between CNA and you. Please refer to the Coverage Certificate and service contract for complete terms and conditions of the coverage provided (including the exceptions set forth in **Section IX. STATE CHANGES)**. For questions regarding the coverage provided under this Coverage Certificate, please call or write to:

Asurion Protection Services, LLC
Iowa License #1001002300
Asurion Protection Services Insurance Agency, LLC
CA License #OD63161
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 Coverage Certificate and/or 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.

NOTE: Any person who, knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon this note does not apply.

All applicable taxes and surcharges extra.

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: **1-800-252-3439**.

You may write the Texas Department of Insurance:

MC 111-1A
P.O. Box 149091
Austin, TX 78714-9091
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Commercial Inland Marine Communications Equipment Coverage Certificate - New York

*Please read this entire Coverage Certificate (**"Certificate"**) carefully. It explains each party's rights and duties and what is and is not covered. A copy of the Master Policy under which this Certificate is issued (**"Policy"**) is available for your review.*

*In this Certificate, the words **"you"** and **"your"** mean the "Insured Subscribers" (as defined in Section VIII. DEFINITIONS). The words **"we," "us"** and **"our"** mean Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance. The words **"Authorized Representative"** mean Asurion Protection Services, LLC and "Asurion", except in California, "Asurion" refers to Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161), and in Puerto Rico "Asurion" refers to Asurion Protection Services of Puerto Rico, Inc.*

All other capitalized words and phrases in this Certificate have special meaning and are defined in Section VIII. DEFINITIONS.

I. COVERAGE.

In exchange for premium paid when due, we will insure the Covered Property as described in Section I.A. COVERAGE PLAN, provided that any Loss occurs while your coverage is in effect. The information about your coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference into this Certificate. In the event of a Loss, our obligation under this Certificate is to repair or replace , at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

A. COVERAGE PLAN.

This Certificate provides coverage that protects your Covered Property if it is physically damaged, lost, stolen or unrecoverable.

B. COVERAGE PERIOD.

Coverage does not begin until your request for coverage is approved.

1. If you request coverage at Initial Activation and your request is approved, coverage is retroactive to the date your request was submitted. You will be notified within thirty (30) days if your request is not approved.
2. If you request coverage after Initial Activation, a test call to the device may be required. If your request is approved, coverage is retroactive to the date your request was submitted. You will be notified within thirty (30) days if your request is not approved.

Eligibility for enrollment after Initial Activation may be subject to limitation.

Coverage continues month-to-month unless cancelled.

C. PAYMENT OF PREMIUMS.

You are responsible for the payment of all premiums. The premium amount(s) for monthly pay are shown in the premium schedule below. Your premium is determined by the device category of your Covered Property.

Device Tier	Monthly Premium Per Enrolled Wireless Number
All Eligible Device Tiers	Protect Insurance for 1 premium is included in the Protect Advantage for 1 monthly charge

D. DEDUCTIBLE.

You must pay a non-refundable deductible, if applicable, for each approved repair or replacement before your claim can be completed. The deductible amount is based on the device category of the claimed Covered Property, as shown in the deductible schedule.

	Device Tier 1	Device Tier 2	Device Tier 3	Device Tier 4
Deductible	$25.00	$100.00	$225.00	$275.00

NOTE: When applicable, an additional non-returned device charge may apply if you fail to return the Covered Property as directed (See Section IV.H. DUTIES IN THE EVENT OF A LOSS).

II. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMIT.

We will pay a maximum of $3,500, less the applicable deductible in Section I.D. DEDUCTIBLE, for each approved repair or replacement.

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B. AGGREGATE LIMIT.

We will provide a maximum of three (3) repairs or replacements of Covered Property per Wireless Number in any one twelve (12) consecutive month period.

The aggregate limit under this Certificate includes Losses incurred under any prior consecutive certificate issued by us. Losses incurred under this Certificate will be carried forward and applied against the applicable aggregate limit under any other certificate issued by us for twelve (12) consecutive months following the Date of Loss.

If you meet the aggregate limit, coverage will end immediately (subject to Section VI.A.3. CANCELLATION) and we will notify you that your coverage has ended and no future premiums are due.

In any case, the twelve (12) consecutive month period is calculated based on the Date of Loss for each covered Loss.

III. EXCLUSIONS.

This insurance does not cover the following:

A. Indirect or consequential loss, including loss of use, interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in the repair or replacement of Covered Property.

B. Loss to or damage of:

1. Any property or device that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Any wireless device with a unique identification number (IMEI or ESN, etc.) that has been altered, defaced or removed.
5. Data, Nonstandard External Media, and Nonstandard Software.
6. Batteries (unless otherwise covered as an Included Accessory when part of a Loss to the Covered Property)
7. Included Accessories (unless part of a Loss to other Covered Property).

C. Loss due to or resulting, directly or indirectly, from:

1. Intentional, dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.
2. Abuse or use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, failure to follow the manufacturer's installation, operation or maintenance instructions, or any act that voids the manufacturer's warranty.
3. Obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
4. Cosmetic damage that does not affect the function of the Covered Property, including scratches, marring and changes or enhancement in color, texture, or finish.
5. Unauthorized repair or replacement.
6. The discharge, dispersal, seepage, migration, release or escape of Pollutants from the Covered Property.
7. Error or omission in design, programming, or system configuration of the Covered Property, or any condition which results in or is covered by a manufacturer's recall.
8. Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.
9. Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.
10. Mechanical or Electrical Failure
11. Malware.
12. Accidental damage from handling the Covered Property as a result of normal use ("ADH").

IV. DUTIES IN THE EVENT OF A LOSS.

A. If your Covered Property is lost or stolen, notify your Service Provider as soon as possible to suspend service.

B. If your claim involves a violation of law, promptly notify the appropriate law enforcement agency.

C. You must report a Loss to our Authorized Representative within sixty (60) days from the Date of Loss. You must submit all claims through our Authorized Representative for our approval.

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D. You must cooperate in the investigation of your claim. If requested, you must:

1. Provide the following within sixty (60) days of our Authorized Representative's request:
   (a) a detailed, written proof of Loss statement, a police report case number, and/or a copy of the police report;
   (b) a copy of the original bill of sale;
   (c) a photocopy of a valid state or federal government issued photo I.D that is not a student or professional license or I.D.; and/or
   (d) any other information required to approve your claim.
2. Permit us or our Authorized Representative to inspect the property and records proving the Loss, and question you under oath about any matter relating to this coverage or your claim. Your answers must be signed and may be recorded.

E. You must do what is reasonably necessary to minimize the Loss and to protect the Covered Property from any further Loss.

F. If we arrange to repair your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

G. You must take possession of the repaired or replacement device as follows:

1. If we replace your Covered Property, you must take delivery of the replacement device within sixty (60) days of our claim approval. If you fail to do so, you forfeit your claim and the replacement device becomes our property.
2. If we repair your Covered Property, and you fail to: (i) pick up the repaired Covered Property from our Authorized Service Center within sixty (60) days of our notice that the repair has been completed, or (ii) fail to satisfy the non-refundable deductible within the same day of our claim approval, you forfeit your claim and the repaired Covered Property becomes our property.

H. If the Covered Property is not lost or stolen, you must keep the Covered Property until your claim is completed, unless we or our Authorized Representative direct otherwise. If we provide a replacement device, we may require you to return the claimed Covered Property to us according to our instructions in the return mailer we provide, or other return method directed by us, within thirty (30) days or pay the applicable non-returned device charge. If the Covered Property is lost or stolen and is later recovered, you must notify our Authorized Representative and return the recovered device as directed, even if your claim has already been completed, or pay the applicable non-returned device charge. YOU CAN AVOID A NON-RETURNED DEVICE CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

I. If you fail to comply with these duties, including failure to timely report the Loss, provide the requested information, or cooperate in the investigation and processing of your claim, or otherwise act in a way that increases the Loss or prejudices our right to properly evaluate your claim, your claim may be denied.

V. CONDITIONS IN THE EVENT OF LOSS.

A. If you experience a Loss and we approve your claim, we will arrange for the repair or replacement, at our sole option, of the Covered Property through the Authorized Service Facility.

B. You will not be entitled to receive cash, but we may choose to provide a cash settlement, not to exceed the replacement cost, as determined by us, instead of repairing or replacing the Covered Property.

C. At our option, we will repair the Covered Property with substitute parts or provide a replacement device; that:

1. Will be of like kind and quality with similar features and functionality, or if the Covered Property is not carried or sold by the Service Provider, will be in the same or higher device category to which you were assigned;
2. May be either new or refurbished, and may contain original or non-original parts; and
3. May be a different brand, model or color.

D. Replacement devices will be approved for use on the network of the Service Provider and in the same or higher device category as the Covered Property at the time of Loss. The replacement device we provide will automatically become Covered Property once airtime has been logged on the covered line.

E. At our option, we may require that the Service Provider, our Authorized Representative or the manufacturer examine the Covered Property during our evaluation of your claim.

F. If the Covered Property has multiple-SIM capability and you have coverage from us on more than one Wireless Number in use on the Covered Property at the time of Loss, you are eligible for one claim per Loss.

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VI. ELIGIBILITY AND CANCELLATION.

A. CANCELLATION.

1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to or call: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605; phone: 888.562.8662; or visit att.com/myatt.
2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We or the Service Provider will mail or deliver to you written notice of cancellation at least thirty (30) days prior to the effective date of cancellation, or other longer period as required by law.
3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days' notice, or other longer period as required by law, unless we cancel for the following reasons:
   (a) We will cancel your coverage under this Certificate upon fifteen (15) days' notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
   (b) We will cancel your coverage under this Certificate immediately, without notice, or by providing notice as required by law, for nonpayment of premium.
   (c) We will cancel your coverage under this Certificate immediately if you meet the aggregate limit (See Section II.B. AGGREGATE LIMIT) under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit until we send notice of cancellation to you.
   (d) We will cancel your coverage under this Certificate immediately, without notice, if you cease to have active service with the Service Provider.
4. If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. The cancellation will be effective even if the refund has not been made or offered.

NOTE: If you are cancelled under Section VI.A.3.(c) CANCELLATION, you will remain ineligible for 12 consecutive months from the date of cancellation.

B. HOW NOTICE OF CANCELLATION IS PROVIDED.

1. Notices required by Sections VI.A.2. or VI.A.3. CANCELLATION, will be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.
2. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.
3. We or the Service Provider will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections VI.A.2. or VI.A.3. CANCELLATION, by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

C. TO BE AND REMAIN ELIGIBLE FOR COVERAGE:

1. You must have activated communications service directly with your Service Provider and be an active and current subscriber of your Service Provider to be covered under this Certificate. Covered Property must be actively registered on the Service Provider's network on the Date of Loss and have logged airtime prior to the Date of Loss.
2. We must designate the Covered Property as eligible for coverage.
3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
4. You must not have met the aggregate limit (See Section II.B. AGGREGATE LIMIT) under any CNA coverage certificate issued to you by your Service Provider within the previous twelve (12) consecutive months of your request for this coverage.
5. You must not be in breach of any material term of this Certificate, including, but not limited to, failure to return the claimed Covered Property as directed, or failure to satisfy the required deductible.

VII. ADDITIONAL CONDITIONS.

A. All claims filed under this Certificate will be fulfilled within thirty (30) days after you:

1. Provide satisfactory proof of ownership and Loss to our Authorized Representative; and
2. Satisfy all of your duties under Section IV. DUTIES IN THE EVENT OF A LOSS.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of a Loss, either may elect arbitration pursuant to Section VII.F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT, below.

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C. You may not assign this Certificate without our written consent.

D. We will keep any value for the recovery or salvage on a Loss until our expenses have been fully reimbursed. If we provide a replacement device, the claimed Covered Property becomes our property and may be disabled, destroyed, or reused. We will not provide a replacement device if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, failure to satisfy the non-returned device charge or deductible on a prior Loss.

E. If we fulfill your claim and you have rights to recover damages from another, those rights are transferred to us. You must do everything necessary to secure our rights and do nothing after a Loss to impair them. You may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is:
   (a) Someone covered under this Certificate; or
   (b) A business firm that: (i) you own or control; (ii) owns or controls you; or (iii) is your tenant.

This will not restrict your coverage.

F. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT. Please read this section carefully. It affects your rights. **For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of Continental Casualty Company, and our Authorized Representative , and the Service Provider, as defined herein.** Most of your concerns about this Certificate 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 Policy.
   (b) Is governed by the Federal Arbitration Act.
   (c) Covers any dispute you have with us concerning or related, directly or indirectly, to this Policy.
   (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 thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

   (b) Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
   (c) Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
3. Fees:
   (a) In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
   (b) We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
4. Arbitration Decision:
   (a) You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.

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(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 seven thousand five hundred dollars ($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.

G. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
2. The action is brought within two (2) years, or any longer period as required by law, after you first have knowledge of the Loss or other events that are the basis of the action.

H. The coverage territory is worldwide but the cost of repair or replacement will be valued in U.S. currency at the time of repair or replacement. We will ship an approved repaired or replacement device directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.

I. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.

J. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; device service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.

K. We agree that any terms of this Certificate not in conformity with applicable law are conformed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.

L. This Certificate contains the entire agreement between you and us concerning the insurance afforded. This Certificate's terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.

M. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the premium and the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.

N. If we make any changes to the Policy that would increase your coverage without additional premium, the increased coverage will immediately apply to this Certificate.

O. It is important that you back up all Data and software because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. **IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM. WE ARE NOT RESPONSIBLE FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE OR DATA.**

VIII. DEFINITIONS.

A. "Authorized Service Facility" means: The location or locations that serve as a repair or replacement facility for the program and supply replacements for or undertake repairs of Covered Property. Selection of the Authorized Service Facility will be at the sole discretion of us or our Authorized Representative.

B. "Coverage Certificate", "Certificate", or "Certificates" means: This Commercial Inland Marine Communications Equipment Coverage Certificate.

C. "Covered Property" means:

(a) **Wireless Telephones:** one wireless telephone owned or leased by you, or for which you are otherwise financially responsible, and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one wireless telephone and applicable Covered Accessories per replacement. The International Manufacturer's Equipment Identification (IMEI),

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Electronic Serial Number (ESN), Unique Device Identifier (UDiD) or other unique identification number of the wireless telephone associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the wireless telephone to be considered Covered Property, unless you have logged airtime on a different wireless telephone immediately prior to the time of Loss then such wireless telephone shall be considered Covered Property so long as such wireless telephone is owned or leased by you and you provide us proof of ownership or lease.

(b) **Devices Other than Wireless Telephones:** one tablet, notebook, laptop or other similar device ("portable electronic device") with an active data plan and actively registered on the Service Provider's network and for which airtime has been logged after enrollment. Covered Property is limited to one portable electronic device and standard charger, if part of the covered Loss, per replacement. The International Manufacturer's Equipment Identification (IMEI) or other unique identifier of the portable electronic device associated with your account in the records of the Service Provider at the time your coverage initially becomes effective and for which air time has been logged indicates the portable electronic device to be considered Covered Property unless you have logged airtime on a different portable electronic device, which was purchased from the Service Provider, immediately prior to the time of Loss, then such portable electronic device shall be considered Covered Property so long as the portable electronic device is owned or leased by you and you provide us proof of ownership or lease.

D. "Data" means: information input to, stored on, or processed by the Covered Property. This includes documents, databases, messages, licenses, contact information, passwords, applications, books, games, magazines, photos, videos, ringtones, music, and maps.

E. "Date of Loss" means: the date a Loss to the Covered Property occurs.

F. "Included Accessories" means: if part of the covered Loss, the accessories similar to what is contained inside the original packaging of your Covered Property.

G. "Initial Activation" means: the time of initial activation of the Service Provider's service for the Covered Property.

H. "Insured Subscriber" or "Insured Subscribers" means: The account holder(s) of the Service Provider meeting the following conditions:

1. Who have been enrolled in and accepted for coverage under this Certificate.
2. Who have a complete description of their Covered Property on file with us or our Authorized Representative.
3. Who have paid all premiums due with respect to their Covered Property before any claimed Date of Loss.

I. "Loss" and "Losses" means: a covered repair or replacement as provided in Section I.A. COVERAGE PLAN.

J. "Malware" means: malicious software that damages, destroys, accesses your Data without your authorization or otherwise interferes with the performance of any data, media, software, or system on or connected to the Covered Property.

K. "Mechanical or Electrical Failure" means: Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions.

L. "Nonstandard External Media" means: physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes data cards, memory cards, external hard drives, and flash drives. Nonstandard External Media does not include Standard External Media.

M. "Nonstandard Software" means: software, other than Standard Software.

N. "Pollutants" means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, electromagnetic pulse, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. "Service Provider" means: Liberty Mobile and its affiliates and subsidiaries.

P. "Standard External Media" means: physical objects on which data can be stored and that came standard in the original packaging with the Covered Property from the manufacturer but which are not integrated components of the Covered Property required for it to function.

Q. "Standard Software" means: the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.

R. "Wireless Number" or "Wireless Numbers" means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

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IX. STATE CHANGES.

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

New York: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (iv) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage.

NOTE: A. THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

B. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD. IN FLORIDA, SUCH CONDUCT IS A FELONY OF THE THIRD DEGREE.

Any questions regarding the coverage provided under this Certificate should be directed to our Authorized Representative as follows:

Asurion Customer Care Center
Post Office Box 411605
Kansas City, MO 64141-1605
1-888-562-8662

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ALL OTHER STATE SPECIFIC CHANGES

ALL OTHER STATE SPECIFIC CHANGES

Terms and conditions vary for Certificates issued and Insured Subscribers residing in select jurisdictions as set forth below.

A. STATE CHANGES – Section VII. F. ARBITRATION AGREEMENT is amended as follows:

If you are a resident of Arkansas, District of Columbia, Georgia, Kentucky, Louisiana, Maine, Oklahoma, Vermont, Washington, West Virginia or Wyoming; or if the above arbitration provisions are determined to be invalid or unenforceable with respect to you, the following applies: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within forty-five (45) days of the arbitrator's award you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding. Under no circumstances shall an issue be raised in a federal, state or local court until such time as both you and we first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to the arbitration provision set forth above.

The Arbitration Agreement does not apply if you are a resident of Missouri, Nevada or South Dakota.

B. STATE CHANGES - MISCELLANEOUS

Alaska: (i) A Loss may be caused by a chain of causes. If a covered Loss is the dominant cause of such a loss, we will not deny coverage on the basis that a secondary cause in that chain is not a covered Loss. (ii) The following is added to Section VI. C.: If you do not report the Loss as required or as soon as reasonably possible, your claim will be forfeited if our rights are prejudiced. (iii) The following is added to Sections IV.D.2 and VII.F.: You may elect to have an attorney present during questioning. (iv) The following is added to Section VII.B: Alternatively, you or we may make a written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, you and we must notify the other of the competent appraiser each has selected, and who will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing their appraisal. If the appraisers agree, their agreement will be binding upon you and us. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon you and us. All appraisal expenses and fees, not including counsel or adjuster fees, shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall limit or restrict the rights of you or us under AS § 21.96.035. (v) Section VII.G.2 is amended as follows: The action is brought within three (3) years from the date the cause of action accrues.

Arizona: Section VI.A.1. is amended to add the following: If you cancel coverage under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Colorado: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Connecticut: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

District of Columbia: In the event of arbitration, the rules for arbitration according to the District of Columbia Official Code will apply. Any arbitration occurring under this Policy shall be administered in accordance with the District of Columbia Uniform Arbitration Act, unless the District of Columbia Uniform Arbitration Act is silent as to any applicable procedural requirement, in which case the Arbitration Rules will control as to such procedural requirement.

Georgia: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Hawaii: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Idaho: Section VI.A.1. is amended to add the following: If you cancel coverage or reject changes under this Certificate, you will receive a pro rata refund within sixty (60) days from our receipt of your notice.

Illinois: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) The last sentence in Section VII.F is amended as follows: If this specific provision is unenforceable, then this entire A. A. does not apply. (iii) Section VII.G.2. is amended by adding the following: The running of the two (2) year period is tolled from the date proof of loss is filed, in the form required by the Policy, until the date the claim is denied in whole or in part. (iv) In Section VIII.W., the terms "electromagnetic field" and "electromagnetic pulse" are deleted. (v) The Illinois Department of Insurance can be contacted by mail at 320 W. Washington St., Springfield, IL 62767 by phone at (877) 527-9431 or online at https://mc.insurance.illinois.gov/messagecenter.nsf (online form) or https://insurance.illinois.gov/Complaints/PropertyCasualtyComplaintForm.pdf (printable format).

Indiana: Section VII.F. Arbitration Agreement is amended to add the following: If you are a resident of Indiana, the resolution of any disputes pursuant to this Section VII.F shall be governed by the laws of the State of Indiana and relevant applicable federal law.

Iowa: The second sentence in Section VI.A.3.(c) is amended by adding the following: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VI.A.3.(b) is amended as follows: We will cancel your coverage under this Certificate upon fifteen (15) days' notice for nonpayment of premium. (ii) The following is added to Section VI.A.3: We will not cancel your coverage under this Certificate based solely upon the age of your Covered Property. (iii) Section VI.A.4 is amended as follows: If this Certificate is cancelled by us or the Service Provider, any unearned premium will be refunded by us on a pro-rata basis. No penalty will be charged for early cancellation. The cancellation will be effective even if the refund has not been made or offered. (iv) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE MAY VOLUNTARILY AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. (v) The second sentence of Section VII.M. is amended as follows: In the event of any material change in the coverage terms, you will be provided at least thirty (30) days written notice of such changes. (vi) NOTE "B" below is amended as follows: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF INSURANCE FRAUD.

Kentucky: (i) The title of Section VII.F., including all references to Section VII.F., is changed to "ARBITRATION". (ii) The second sentence of the first paragraph under Section VII.F. is deleted and replaced with the following: It explains your rights, subject to Section IX (State Changes). (iii). The phrase "or small claims court agreement" in the third sentence of the first paragraph of Section VII.F. is deleted and replaced with "provision." (iv)The fifth sentence of the first paragraph of Section VII.F. is deleted and replaced with the following: In the event we cannot resolve any dispute with you, YOU AND WE MAY AGREE IN WRITING AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION (DESCRIBED BELOW) OR COURT OF APPROPRIATE JURISDICTION. (v) Section VII.F.1.b is deleted. (vi) In Section VII.F.1.(d) the phrase "small claims" is deleted.

Maine: The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that within two (2) years from the time when the cause of action accrues you file a legal proceeding in the appropriate federal, state or local court, based on the same issue and facts as raised by you in the arbitration proceeding.

Maryland: (i) Section VI.A.2. "thirty (30) days" is amended to "forty-five (45) days". (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(a) "fifteen (15) days'" is amended to "forty-five (45) days'". (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) Section VI.A.3.(c) "thirty (30) days'" is amended to "fifteen (15) days'". (vi) The following is added to Section VI.A.3: We may cancel this Certificate without notice if you obtain substantially similar coverage from another insurer without any lapse of coverage. (vii) Section VII. G. 2. is amended as follows: "two (2) years" is amended to "three (3) years from the date it accrues."

Massachusetts: In the fifth sentence of Section VII. F., the following language is deleted in its entirety: INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Michigan: This Certificate is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Mississippi: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Montana: (i) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (ii) Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at [INSERT TOLL FREE NUMBER]. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT EACH 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. (iii) The following is added to Section VII.K: The provisions of this Certificate conform to the minimum requirements of Montana law and control, for Montana Insureds, over any conflicting statutes of another state on or after the effective date of coverage. (iv) Section VIII.B. is amended to provide that the selection of the Authorized Service Facility will be at the discretion of us or our Authorized Representative.

Nebraska: Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation.

Nevada: Section VI.A.3.(a) "fifteen (15) days'" is amended to "ten (10) days'".

North Dakota: (i) The first paragraph of Section VI.A.3. is replaced by the following: we may change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days' notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VI A. are deleted and replaced by the following: (a) If this Certificate has been in effect for less than ninety (90) days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least ten (10) days before the effective date of cancellation or thirty (30) days' notice for fraud or misrepresentation. (b) If this Certificate has been in effect for ninety (90) days or more, we may cancel for one or more of the following reasons: 1. Nonpayment of premiums with ten (10) days' notice of cancellation; 2. Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; 3. Your actions that have substantially increased or changed the risk insured; 4. Your refusal to eliminate known conditions that increase the potential for loss after notification; 5. Substantial change in the risk assumed unless reasonably foreseen; 6. Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or 7. A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7., we will provide thirty (30) days' notice of cancellation. (iii) The following paragraph is added to Section VII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least sixty (60) days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage or accepted replacement coverage from another insurer.

Ohio: Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate.

Oklahoma: VII.F. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) Section III.C.1. is deleted and replaced with the following: Intentional, dishonest, or fraudulent acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others. (ii) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iv) Section VII. F. is deleted and replaced with the following: 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 and according to Oregon law.

Pennsylvania: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days' notice of cancellation.

Puerto Rico: (i) Section VI.A.3. is amended to provide at least sixty (60) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days' notice of cancellation. (iii) Section VI.A.3.(c) "thirty (30) days" is amended to "fifteen (15) days". (iv) Provided you have not presented a claim, you may, within thirty (30) days of enrollment, cancel coverage as of your original effective date of coverage and receive a refund or credit on your bill for the full premium paid by writing to: Asurion Customer Care Center, P.O. Box 411605, Kansas City, MO 64141-1605.

South Dakota: (i) Section VI.A.3. is amended to provide at least twenty (20) days' notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VI.A.3.(a) "fifteen (15) days'" is amended to "twenty (20) days'". (iii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days' notice of cancellation.

United States Virgin Islands: (ii) The fifth sentence of Section VII. F. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICATION OVER THE DISPUTE. (iii) Section VII.F.1.(d) is amended as follows:

Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (v) Section VII. G. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VI.A.3.(a) "fifteen (15) days'" is amended to "thirty (30) days'".

Vermont: (i) Section VII.A. is amended as follows: "thirty (30) days'" is replaced with "ten (10) days'." (ii) Note "B." below is deleted and replaced with the following: Any person who knowingly presents a false statement in an application for insurance or when filing a claim may be guilty of a criminal offense and subject to penalties under state law.

Washington: (ii) The first sentence of Section VI.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VI.A.3. is amended to provide at least thirty (30) days' notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation. (v) The following is added to Section VI.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six (6) month period. (vi) Section VI.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section IX. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. (viii) The following sentence is deleted from Section VII.F. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

West Virginia: Section VII. F. is deleted and replaced with the following: Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 888.562.8662. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE THAT BOTH PARTIES MAY, BY MUTUAL CONSENT, AGREE IN WRITING TO ARBITRATION OF THE DISAGREEMENT. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county of your mailing address. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the expenses of the third arbitrator equally.

Wyoming: (i) Section VI.A.3.(a) is amended as follows: We may cancel your coverage under this Certificate immediately for discovery of fraud or material misrepresentation. (ii) Section VI.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days' notice of cancellation.

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	$25.00	$100.00	$225.00	$275.00

Device Tier	Tier 1	Tier 2	Tier 3	Tier 4
Repair of Connected Device	$29.00	$29.00	$29.00	$29.00
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 888.562.8662, 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 in the following jurisdictions: Alabama, Arkansas, California, Colorado, Connecticut, District of Colombia, Georgia, Hawaii, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Wisconsin, Wyoming and all other states required by law. If You have filed a claim under this Plan and We fail to pay, provide service or provide You with a refund owed within sixty (60) days, 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:
577 (09/21)
v.PA1-1

***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 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 PARTICIPATE 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.

PROTECH SUPPORT TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This Terms of Service Agreement and End User License Agreement for all ProTech Applications ("Applications" or "Apps") and the technical support included in ProTech Support (the "Services") (collectively, the "Agreement") governs your use of the Apps and Services.

PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY IN ITS ENTIRETY BEFORE USING THE SERVICES OR APPLICATIONS. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY USING THE SERVICES OR BY DOWNLOADING OR USING THE APPLICATIONS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

THIS AGREEMENT LIMITS THE LIABILITY OF ASURION TO YOU AND CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES OR APPLICATIONS SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES OR DOWNLOAD OR USE THE APPLICATIONS.

PROTECH SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR DEVICE, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS. PROTECH SUPPORT SERVICES AND THE SUPPORT TERMS OF SERVICE ARE PROVIDED TO YOU BY ASURION. CONTACT US AT TERMSOFUSE@ASURION.COM FOR INFORMATION ABOUT THE SERVICES, THE APPLICATIONS, OR ANY QUESTIONS RELATED TO THIS AGREEMENT.

Terms and Conditions Applicable to the Applications and the Services

1. **DEFINITIONS.** In this Agreement: (a) the words "Asurion" and "We" and "Our" and "Us" mean Asurion Mobile Applications, LLC with respect to the Applications, and Asurion Protection Services, LLC with respect to the Services, and their respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words "You" and "Your" mean a person who uses the Services or downloads or uses the Applications and any person or entity represented by that individual; and (c) the word "Device(s)" means the devices that We have designated as eligible for coverage under the Protech Support program, and any additional devices as updated in Asurion's sole discretion; and (d) the words "Applications" and "Apps" mean any and all applications developed and provided by Asurion and downloaded by You as part of Your ProTech plan, which includes the ProTech application and any add-on applications available now or in the future, and any website and software provided in connection with the Applications; for purposes of clarification, "Applications" and "Apps" do not include any applications developed and provided by any third parties.

2. **DESCRIPTION OF PROTECH SUPPORT SERVICES.** ProTech Support is a monthly subscription service for the provision of personalized concierge support Services and Applications to assist with most "how-to" and functionality questions relating to mobile devices and mobile applications. ProTech Support includes assistance in the following categories:

   A. **Basic Functionalities:** such as mobile device interoperability; transferring contacts; downloading and/or syncing files and music; storing, retrieving and managing files; sending and receiving pictures;

   B. **Email/Internet Connectivity:** such as setting up GPRS/3G/4G data connection, email and messenger on mobile devices; blocking spam/junk emails; browsing and Internet/Wi-Fi connectivity;

   C. **Device Onboarding:** such as offering mobile device and streaming setup and optimization via appointment scheduling or a digitally led experience.

   D. **Entertainment/Personalization:** such as social media website support; installing and removing apps, including social media application; activating and using GPS and Navigation; and entertainment and streaming support (e.g., setup, apps, preferences and settings);

   E. **Streaming Advisor:** such as presenting recommendations via ProTech for setting up and optimizing a customer's streaming experience.

   F. **Performance Promise:** such as initial triage and assessment of your device designed to optimize device speed, device signal strength and battery performance.

   G. **Technical Support:** such as difficulties with display issues; software issues; SIM card issues; email setting errors; and other.

   Performance Promise includes a series of checkpoints provided by ProTech that will help you optimize and maintain your device's performance over time. These checkpoints may include an initial triage and assessment of your device, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for

recommended maintenance based on device age and performance. You can access Performance Promise at any time from the date of your initial enrollment as needed based on device performance.

ProTech Support may be provided by means determined by Asurion at its sole discretion and could include (but is not limited to) call, interactive voice response, click-to-call, messaging, web, digital, in-store or in person. ProTech Support is provided to and available on the wireless phone number enrolled in ProTech Support and its associated eligible Device(s). You must provide the enrolled wireless phone number, including area code, when seeking assistance.

3. **ELIGIBLE DEVICES.** An eligible device is required for the provision of ProTech support ("Eligible Device"). For a list of Eligible Devices, go to att.com/protectioncenter.

4. **PRIVACY POLICY & PASSWORDS.** Asurion's Privacy Policy is available for review in the Applications and at https://www.asurion.com/privacy-policy/ and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services or Apps. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services or Apps, You consent to the collection, use and disclosure of Your information as set forth in that Policy. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Services or Apps, You should immediately change or reset those passwords.

5. **CHARGES.** We will bill you a monthly recurring subscription fee for the ProTech support per each enrolled wireless phone number. Charges will automatically be billed to your active Liberty Mobile wireless account and will be part of your Liberty Mobile Mobility bill. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon you or upon Liberty Mobile. You will remain liable to pay any and all charges and fees for ProTech support even if Liberty Mobile does not resolve your problem for reasons described in Section 2 – Description of ProTech Support Services of this Agreement. Payment for all charges is made in advance. In the event this Agreement and the provision of the ProTech support is terminated, the charges relating to the Services will be prorated for the time period after such termination. You will receive a credit on your enrolled wireless phone number for the prorated amount within 1 to 2 billing cycles after termination of the Services.

6. **DATA-USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Services or Apps, and that You may incur data usage or other fees or charges if You use the Services or download or use the Apps. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services or Apps.

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

8. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR APPLICATIONS, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR APPS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES AND APPS AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services or Applications can be addressed by contacting Asurion at **TERMSOFUSE@ASURION.COM**. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

   A. **YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.** This Arbitration Agreement ("ARB") shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Services or Applications, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.

   B. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.

   C. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Rules") in effect at the time the arbitration is started and as modified by this ARB AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for $10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than $10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.

   D. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or $2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney's fees and expenses reasonably incurred in the arbitration. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney's fees and expenses from You if it prevails in the arbitration.

   E. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING**. Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.

10. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services or Applications shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
11. **THIRD-PARTY CONTENT.** The Services or Applications may expose You to content, websites, products and services created or provided by parties other than Asurion ("thirdparty content"). Asurion does not review, endorse or assume any responsibility for thirdparty content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Policy do not apply to that third-party content.
12. **INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services or Applications are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Services or Apps, including ways to improve the Services or Apps or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and to disclose the Idea to anyone on a nonconfidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.
13. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services or Applications; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
14. **ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
15. **SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.
16. **TERMINATION OR CHANGE OF THE SERVICES OR APPLICATIONS.** We reserve the right to modify this Agreement, including changing any term, condition, fee, expense, or charge regarding the Services, and Your continued use after modification represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Services or Applications at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Services or Apps at any time and for any reason. Any refund of fees or charges We may agree to pay will be limited to the fees You paid in the prior month for the Services or Apps as applicable. We may provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by email or other such means as Asurion determines to be most practicable.
17. **ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services and Applications and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Additional Terms Specific to the Services

18. **SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or Original Equipment Manufacturer ("OEM") drivers not supported by Your Device; (c) assistance with network coverage issues, such as dropped calls/data interruptions; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of OEM software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; (i) data migration between Devices; (j) assistance with enterprise level software industry specific hardware or equipment.

19. **AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all Eligible Devices, pursuant to Your carrier agreement, and the respective users thereof between the hours of 8:00 a.m. to midnight ET (Monday – Friday) and 10:00 a.m. to 10:00 p.m. ET (Saturday-Sunday). The Services will be available to You for the term of Your applicable plan with Your carrier. To use the Services, You or the individual seeking service on behalf of Your company may be required to provide identifying information including whether such user is an owner, member, partner, director, manager, employee, or agent of Your company. You may be able to access the Services by calling 1-866-727-1998.
20. **COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.
21. **REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner or the authorized user of the Device or software. When seeking the Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.
22. **REMOTE ACCESS.** To receive the Services, You may be required to download or run certain software applications ("Software") on Your Device and any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or "hide" some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.
23. **BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You.
24. **USE.** The Applications are intended for Your personal use only, and You may download and use them only if You can form a binding contract with Us and You are not a person who is barred by applicable laws from downloading or using the Applications. The Applications are operated from facilities in the United States, and We make no representation that the Applications are appropriate or available for use in other locations.
25. **LICENSE.** We grant You a personal, revocable, non-transferable, non-exclusive limited right to access and use the Applications solely as permitted by their functions. We grant You no other rights, beyond what is expressly granted, and We hereby reserve any and all other rights.
26. **FUNCTIONS.** The Applications include several functions, and Your ability to access those functions depends upon Your Device and Your agreement with Us and/or Your wireless carrier. We do not warrant that the Applications will be compatible with or operable on Your Device. You acknowledge and agree that not all of the functions of the Applications may be available to You at all times or at any time. Your Device must be powered on and within Your network carrier's coverage area for the Applications to operate. We reserve the right to change, suspend or discontinue any of the Applications and/or any of the functions of the Applications at any time, for any reason and without notice or liability to You. It is Your responsibility to download any updates to any of the Applications. We will not assume any liability if You do not have the most current version of any of the Applications on Your Device.
27. **PASSWORD & ACCOUNT INFORMATION.** You may be asked to provide an email address, mobile phone number, or other identifying information and create a password in order to use some or all of the Applications, or to access certain features and functions of some or all of the Applications. If required, You agree to provide Us with complete and accurate information when creating Your account and using any of the Applications. You are solely responsible for any activity occurring on or in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the Applications on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

28. **COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Applications ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device ("Non-Core Communications"), and You can opt out of receiving those Non-Core Communications by following the "unsubscribe" instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.
29. **RESTRICTIONS ON USE.** You shall not use the Applications in any way that violates any applicable rules, laws or regulations or infringes any copyright, trademark or other intellectual property right of Asurion or of any third party or discloses a trade secret or confidential information. You shall not: (a) decompile, reverse engineer, disassemble, derive the source code of or decrypt the Applications; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Applications; (c) redistribute, rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Applications to any third party; or (d) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the Applications.
30. **MISUSE.** You shall not misuse the Applications, including, without limitation, using the Applications in any manner that: (a) interferes with or interrupts the Applications or any hardware, software, system or network connected with the Apps; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses functions of any of the Applications on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any of the Applications or any other computer software or hardware.
31. **AUTOMATIC BACKUP AND RESTORE OF PHOTOS AND VIDEOS.** If available, one or more of the Applications may automatically store or backup your photos and videos each time you open the Application, by making and transferring a copy of such photos and videos over the Internet to a remote data center operated by Asurion or an affiliate or partner of Asurion. There may be limitations on the size of each video and on the total size of photos and videos that can be backed up and secured. The Application will scan Your Device in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage operation. This operation requires Asurion to collect information related to Your files, Your Device configuration and specification, and Your Device usage. Such Applications may allow You to use Your Device to share Your photos and videos with third parties who have access to such Applications. This function, if available, requires Asurion to make and distribute a copy of the photo or video selected to such third party, and will only be utilized with Your knowledge and authorization. You give Asurion permission to access, collect, and store Your photos and videos, to transmit all photos and videos to the remote data center operated by Asurion or an affiliate or partner of Asurion, and to transmit photos and/or videos to a third party upon Your request. If You use those functions, You may incur data charges. Asurion assumes no duties related to Your photos and videos, including any duty to preserve or monitor such files. Asurion reserves the right to restrict or limit the ability to store or backup Your photos and videos and to delete Your photos and videos at any time, for any reason and without notice or liability to You.
32. **DATA COLLECTION AND USE.** Some or all of the Applications and Your use of some or all of the Applications and their functions may collect and convey certain data and information about Your Device, including without limitation telephone serial numbers, settings information, operating system, Bluetooth settings, Wi-Fi, GPS, screen, mobile data, auto-sync, storage, battery, performance and data usage, and device applications. Such data may be conveyed to a ProTech Support representative during Your contact with such representative through the Applications, including during any remote access of Your Device by such representative, which function will only be utilized with Your knowledge and authorization. Your use of any services provided to You by a ProTech Support representative through any of the Applications is also governed by the ProTech Support Terms of Service. Except for any backup features of the Applications described above, the Applications do not collect personal information, including but not limited to, Your contacts, photos, or videos. Information regarding Asurion's policies for privacy and security with regard to the gathering, use, and disclosure of the collected data and information is located in the Asurion Privacy Policy, which is available for review in the Applications. Device data collection can be turned on or off by You at any time within the settings of the Applications.
33. **OPEN SOURCE AND THIRD PARTIES.** Asurion may use third parties to provide the Services and the Applications. Some or all of the Applications may include open source or third-party software, and Your use of the Applications is subject to any licenses or agreements governing that software.
34. **COMPLIANCE WITH U.S. EXPORT LAWS.** By downloading the Applications, you acknowledge that the Apps are subject to U.S. Export law, and that You will comply with all domestic and international export laws and regulations that apply to the Apps.

ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE

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