

# asurion

## Protection Plan

We, the administrator or the retailer from whom you purchased the covered product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN. For more information on how to file a claim, please refer to the "To Make a Claim / How it works" provision below.

**OBLIGOR:** The company obligated under this Plan in all states, except Florida, and the District of Columbia is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

**DEFINITIONS:** Throughout this Plan, the following words have the following meanings:

- "we," "us" and "our" mean the company obligated under this Plan, as referenced in the Obligor section above;
- "administrator" means (i) Asurion Services, LLC in all states, except Florida, and the District of Columbia; and (ii) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167;
- "retailer" means Amazon, the retailer of the product and this Plan;
- "covered product" means the consumer item that you purchased and is covered by this Plan;
- "you" and "your" mean the individual who purchased the covered product and purchased this Plan or the approved transferee;
- "breakdown" means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH"); and
- "replacement product" means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product.

**INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your sales receipt or order confirmation email for the covered product and this Plan, constitute the entire agreement between you and us. Please keep this Plan and your sales receipt or order confirmation email for future reference; you may need them to obtain service. You must follow the manufacturer's instructions for proper use, care and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

**WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product;

(ii) reimburse you for authorized repairs to, or replacement of, the covered product; or (iii) issue you a gift card or check for the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the covered product. Coverage under this Plan also includes access to technical assistance and support for your covered product(s) through the toll-free phone number 1-844-693-6231 during the term of this Plan. Tech help terms of service can be accessed by clicking [here](#). To download, go to [https://contents.asurion.com/Images/AMZ-8506-19\\_Upfront\\_Mobile\\_Terms.pdf](https://contents.asurion.com/Images/AMZ-8506-19_Upfront_Mobile_Terms.pdf)

### COVERAGE BENEFITS BEGINNING ON THE DATE OF PURCHASE:

- Power surge protection.
- Access to technical assistance and support for your covered product(s) through the toll-free phone number 1-844-693-6231 during the term of this Plan. Tech help terms of service can be accessed by clicking [here](#). To download, go to [https://contents.asurion.com/Images/AMZ-8506-19\\_Upfront\\_Mobile\\_Terms.pdf](https://contents.asurion.com/Images/AMZ-8506-19_Upfront_Mobile_Terms.pdf).
- Breakdowns caused by ADH.

**TERM OF COVERAGE:** The term of this Plan begins on your date of purchase and continues for the period indicated on your sales receipt or your order confirmation email. 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 your date of purchase, 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 below. In the event your covered product 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.

**HOW TO MAKE A CLAIM:** If your covered product experiences a breakdown, you may go online to [www.asurion.com/amazon](http://www.asurion.com/amazon), twenty-four (24) hours a day, seven (7) days a week, or you may call customer service twenty-four (24) hours a day, seven (7) days a week at 1-866-551-5924 to speak to an agent. **All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.** In-home, depot or carry-in service may be available; the customer service agent will inform you what type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product 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 product 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. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

**NO LEMON POLICY:** After three (3) service repairs for the same defect have been completed on an individual eligible covered product under this Plan, and that individual covered product requires a fourth (4<sup>th</sup>) repair, as determined by us, we will provide you with a replacement product, not to exceed the purchase price you paid for the covered product excluding sales tax, as indicated on your sales receipt or order confirmation email, or provide you a gift card or check for the cost of a replacement product not to exceed the purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Preventative maintenance checks, cleanings, covered product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. **NOTE:** The No Lemon Policy does not apply to: (i) repairs performed while the covered product is under the manufacturer's warranty; or (ii) breakdowns caused by ADH.

### LIMIT OF LIABILITY:

- PER-CLAIM LIMIT:** For any single claim, the limit of liability under this Plan is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; or

(iv) the cost of a replacement product not to exceed the purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email.

- AGGREGATE CLAIM LIMIT:** The total amount we will pay for all claims on any single covered product is the purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. However, in no event will we provide a gift card or check for more than the replacement cost of the covered product or the remaining balance of your total claim limit. In the event the total cost of all authorized repairs, replacements or reimbursements equals the purchase price you paid for the covered product, excluding sales tax, or we provide a gift card or check for the replacement cost of the covered product, we have fulfilled all of our obligations owed under this Plan and this Plan shall terminate.

**SERVICE FEE:** A non-refundable service fee, plus applicable taxes, is due for each repair or replacement of a mobile phone provided under this Plan, as set forth in the schedule below. You agree to pay the service fee, plus applicable sales taxes, to us prior to the repair or replacement of the mobile phone. The service fee must be paid and received in advance of the service being provided and may be paid through a valid credit card or branded debit card. The following service fee(s) apply:

Product Purchase Price:	Repair Service Fee:	Replacement Service Fee:
\$0 - \$149.99	\$0.00	\$0.00
\$150 - \$199.99	\$10.00	\$29.00
\$200 - \$249.99	\$19.00	\$39.00
\$250 - \$399.99	\$29.00	\$49.00
\$400 - \$699.99	\$39.00	\$99.00
\$700 and up	\$49.00	\$129.00

**NON-RETURN FEE:** Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within ten (10) business days of delivery of the replacement product. You must return the replaced covered product, including an initial replacement product if we reship a subsequent replacement product, as directed by us and according to the instructions, including the instructions to unlock the device, included in the return mailer, or you will be charged a non-return fee of up to the purchase price you paid for the covered product, excluding sales tax. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.**

**MOBILE PHONE EXCLUDED FAILURES:** In the event we replace your mobile phone and upon return of your claimed covered product we determine that your request for a replacement product was invalid under this Plan, due to an excluded breakdown or due to the incorrect product being returned, or in the event we reship a replacement product and fail to receive the initial replacement product per our instructions, we will charge an invalid claim fee of up to the purchase price you paid for the covered product, excluding sales tax, for the covered product for which you made the invalid claim.

**FREE TRANSFERABILITY:** This Plan may be transferred to a subsequent owner of the covered product at no additional charge. To transfer you may go online to [www.asurion.com/amazon](http://www.asurion.com/amazon) or call 1-866-551-5924. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

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

### WHAT IS NOT COVERED:

- Breakdown caused by insect infestation, misuse, abuse, or intentional physical damage;
- Service performed by unauthorized repair personnel;
- Parts intended for periodic replacement (for example: batteries, antennas and styluses);
- Cosmetic damage, including scratches, peelings or dents that do not impede the mechanical functionality of the item (unless otherwise provided for above) and problems due to improper installation;

5. **Damage resulting from Acts of God;**
6. **Covered products with altered or missing serial or IMEI numbers;**
7. **Products that are not listed on this Plan;**
8. **Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort, except as otherwise stated herein;**
9. **“No Problem Found” diagnosis or failure to follow the manufacturer’s instructions;**
10. **Any failures, parts and/or labor costs incurred that are associated with a manufacturer’s recall, regardless of the manufacturer’s ability to pay for such repairs;**
11. **Pre-existing conditions;**
12. **Service or replacement outside of the USA;**
13. **Products not originally covered by a store return policy or manufacturer’s warranty, including, but not limited to, floor models;**
14. **Damages caused by third-party actions, fire, collision, vandalism or theft;**
15. **Liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the covered product;**
16. **Cost of preventative maintenance and damages caused by improper preventative maintenance;**
17. **Covered products with safety feature(s) removed, bypassed disabled or altered;**
18. **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;**
19. **Damage which is not reported within thirty (30) days after expiration of this Plan;**
20. **Damages resulting from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;**
21. **Costs or damage resulting from negligence, misuse or abuse;**
22. **Covered products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing;**
23. **Mobile phone accessories that are not included in the box by the manufacturer including, but not limited to, car chargers, headsets, face plates and cases;**
24. **Introduction of foreign objects; and**
25. **Inherent defects that are the responsibility of the manufacturer.**

**RENEWAL:** This Plan may be renewed at our discretion.

**CANCELLATION:** You can cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com or by visiting amazon.com/orders and search “Asurion” or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan, excluding 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 shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

**INSURANCE SECURING THIS PLAN:** This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service 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.

**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 the Obligor and administrator of this Plan (as defined above), and (2) the retailer (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 1-866-856-3882. 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](http://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 VARIATIONS:** The following state variations control if inconsistent with any other terms and conditions:

**ARIZONA RESIDENTS:** 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 retailer, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. The third sentence of the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the gross amount paid for the Plan or twenty-five dollars (\$25), whichever is less.” Item (1) of the WHAT IS NOT COVERED section is deleted and replaced with the following: “Breakdown caused by insect infestation, misuse, abuse, or intentional physical damage while owned by you.”

**CALIFORNIA RESIDENTS:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, 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 an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been made or repairs that have been made.

**CONNECTICUT RESIDENTS:** 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 product, the cost of repair of the product and a copy of the Plan.

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

**GEORGIA RESIDENTS:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated (“O.C.G.A.”) 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: “In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less.” This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan 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 waive the right to participate in class actions, class arbitrations or

other similar proceedings. Nothing contained in the Arbitration 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.

**NEVADA RESIDENTS:** 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 only cancel before the expiration of the Plan term due to the following reasons: 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. In the third sentence of the Cancellation provision, "administrative fee" is deleted and replaced with "cancellation fee". If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 1-866-551-5924 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 1-888-872-3234.

**NEW HAMPSHIRE RESIDENTS:** Contact us at 1-866-551-5924 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 this Plan is subject to Revised Statutes Annotated 542.

**NEW MEXICO RESIDENTS:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, 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 increase 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.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may not cancel this Contract prior to the expiration of the term except for non-payment by you or for violation of any of the terms and conditions of this Plan. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made."

**OKLAHOMA RESIDENTS:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

**OREGON RESIDENTS:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the retailer 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 1-866-551-5924. 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."

**SOUTH CAROLINA RESIDENTS:** Contact us at 1-866-551-5924 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 South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

**TEXAS RESIDENTS:** 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 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to us. Texas license number: 116.

**Utah Residents: 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 fourth 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 shall state the effective date and reason for cancellation." If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**VIRGINIA RESIDENTS:** 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 Programs to file a complaint.

**WASHINGTON RESIDENTS:** If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

**WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product 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. If we become insolvent or otherwise financially impaired, you may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "**TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS**"; and (2) subsection 1.(b) is deleted in its entirety.

**WYOMING RESIDENTS:** Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or the retailer, or a substantial breach of duties by you relating to the retailer's service or its use. The Arbitration Agreement provision of 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, references to "we"

and "us" include the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

**To obtain a large-type copy of the terms and conditions of this Plan, please go to [www.asurion.com/amazon](http://www.asurion.com/amazon).**

Administered by:  
Asurion Services, LLC  
Asurion Service Plans of Florida, Inc.  
P.O. Box 1340 • Sterling, VA 20167-1340  
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**499 v.AMZM-1 (12/18)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

## ASURION TECH SUPPORT TERMS OF SERVICE

This Terms of Service Agreement for the Asurion Tech Support technical support (the “Services”) (collectively, the “Agreement”) governs your use of the Services.

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

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES 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.**

**ASURION TECH SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE SERVICES ARE PROVIDED TO YOU BY ASURION. PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.**

1. **DEFINITIONS.** In this Agreement: (a) the words “Asurion” and “Our” and “Us” mean Asurion Services, LLC, 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 and any person or entity represented by that individual; and (c) the word “Device(s)” means the product that you purchased and is covered by the Asurion Protection Plan.
2. **PRIVACY POLICY & PASSWORDS.** Asurion’s Privacy Policy for the Services is available 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. Please read the Privacy Policy carefully and completely. It is incorporated by reference into this Agreement, and by using the Services, 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, You should immediately change or reset those passwords.
3. **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, and that You may incur data usage or other fees or charges if You use the Service. 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.
4. **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 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, 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 WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES 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 WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.
5. **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, 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. 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 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.
6. **ARBITRATION AGREEMENT.** Most of Your concerns about the Services can be addressed by contacting Asurion at [TERMSOFUSE@ASURION.COM](mailto: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, 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](http://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 seek 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.
7. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Services 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.
8. **THIRD-PARTY CONTENT.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion (“third-party content”). Asurion does not review, endorse or assume any responsibility for third-party 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.

- 9. INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services 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, including ways to improve the Services 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/or to disclose the Idea to anyone on a non-confidential 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.
- 10. 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; (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.
- 11. 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.
- 12. 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.
- 13. TERMINATION OR CHANGE OF THE SERVICES.** We reserve the right to suspend or terminate Your use of the Services 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 at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Services as applicable.
- 14. ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Services 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.
- 15. 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 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 Original Equipment Manufacturer ("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.
- 16. AVAILABILITY OF THE SERVICES.** Asurion offers its Services for all eligible Devices twenty-four (24) hours a day, seven (7) days a week. The Services will be available to You for the term of Your applicable plan. To use the Services, You or the individual seeking service may be required to provide identifying information including receipt information or contract number. You may be able to access the Services by calling 1-844-693-6231.
- 17. COMMERCIALY 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.
- 18. REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Services, You represent to Us that You are the owner and/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 and/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.
- 19. REMOTE ACCESS.** To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or 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.
- 20. 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.