Verizon Home Device Protect Terms and Conditions

We, the administrator or the seller or retailer of this Plan, may make available additional products and services at a discount from time to time, for your consideration.

Verizon Home Device Protect

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the "HOW TO MAKE A CLAIM" section below.

This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

I. **OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states except Florida is: **Asurion Warranty Services, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, or by phone at 844-769-1991. In Florida, the company obligated under this Plan is: **Asurion Warranty Services of Florida, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, or by phone at 1-844-769-1991.

II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: **(1) "we," "us"** and **"our"** mean the company obligated under this Plan, as stated in the **Obligor** section of this Plan; **(2) "you"** and **"your"** mean the individual that purchased this Plan for personal use; **(3) "administrator"** means: Asurion Services, LLC in all states (except Florida) and the District of Columbia; Asurion Florida Warranty Services, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 844-769-1991; **(4) "seller"** means "Verizon Online Services, LLC" and "Verizon Online" (hereinafter referred to as "Verizon" or "Frontier Communications", hereinafter referred to as "Frontier" on Verizon's behalf) 140 West Street, New York, NY 10007"); **(5) "covered products"** mean(s) the eligible qualifying item(s) listed in Section VI(a) of this Plan that are owned by you or that are customarily located at your Verizon or Frontier enrolled service address or a qualifying secondary address and covered under this Plan; **(6) "breakdown"** means the mechanical or electrical failure of the covered products caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) normal wear and tear; (iv) unintentional and accidental damage from handling as a result of normal use ("ADH") for select portable products: Laptops, Tablets, Portable Gaming Devices, Audio Headsets, Health and Fitness Bands, Smartwatches, Printer Display Screens, Portable DVD Players, Portable Blu-Ray Players, Virtual Reality Headsets, Audio/Video Streaming Devices, Augmented Reality Glasses, Pet Collars, Blood Pressure Monitors, Pulse Oximeters, and Electrocardiogram (EKG) Monitors and **(7) "enrolled service address"** means the primary Verizon or Frontier service address for this Plan; and **(8) "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.

III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations, and exclusions, and billing statement for this Plan, constitute the entire agreement between you and us. Please keep this Plan and the terms and conditions for future reference; you may need them to obtain service. The covered products must be in good working condition at the time of product or Plan purchase. You must follow the instructions in the owner's manual for proper use, care, and maintenance of the covered products. 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 products prior to the commencement of service; repairs to your covered products may result in the deletion of such data files.

IV. **TERM OF COVERAGE:** The monthly term and billing of this Plan begin on the date of your enrollment in the Plan and continues on a monthly basis unless cancelled. There will be no lapse in coverage if you relocate, provided that you continue your enrollment in the Plan and provide notice. For your primary address, notification will be made to Verizon or Frontier. For a qualifying secondary address, notification of change or relocation will be made to us. Your secondary address may only be changed up to three (3) times per year. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty for which the manufacturer is responsible. This Plan provides certain additional benefits during the manufacturer's warranty period, as described in Section VI., and continues to provide some of the manufacturer's benefits, as well as certain additional benefits, after the manufacturer's warranty expires. Please see Section VI. for additional details on what this Plan covers. In the event your covered product is being serviced by us when this Plan is cancelled, the term of this Plan will be extended until the claim has been completed and the covered product or a replacement or reimbursement has been delivered or provided to you.

V. **REGISTRATION:** Registration of covered products is not required.

- **a.** **IF YOU HAD PREVIOUS COVERAGE:** All approved claim(s) under any Plan or other consumer plan offered by the seller for which we are the Obligor (currently known as Verizon Home Device Protect Essential), including those associated with previously registered covered products you remove from coverage, will remain on your account for twelve (12) months following the date of claim.
- **b.** **IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** If you enroll in a different plan offered by the seller for which we are the Obligor (currently known as Verizon Home Device Protect Essential), the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan.

VI. **WHAT IS COVERED:** This Plan covers parts and labor costs to repair your covered products in the event of a breakdown, up to the Plan Limits of Liability in Section XI. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, or (3) reimburse you for the value of the covered product as determined by us, based on our determination of the replacement value, age, and condition of the covered product immediately prior to the breakdown. The administrator will notify you of which resolution paths you qualify for at the time of claim. On-site, depot, or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Non-original parts may be used for repair of the covered products. Coverage under this Plan also includes access to technical assistance and support for your covered products. Technical support terms of service can be accessed at https://www.asurion.com/legal/verizon/.

- **a.** **COVERED PRODUCTS:** This Plan covers up to the Plan Limits of Liability of the following products as outlined below.

  Home Entertainment and Office:

  - **i.** Desktops, laptops, and tablets (collectively referred to as "PC" or "PCs"). Each PC can include up to one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker (wired or wireless). The PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are equipped with an Apple operating system version OS X (10) or newer and a Chrome Operating System
  - **ii.** Home Routers (wired or wireless) of any brand and any age, excluding any Verizon-branded or provided router, which is supported by Verizon, or any Frontier-branded or provided router, which is supported by Frontier. Routers may be mesh or non-mesh
  - **iii.** External hard drives
  - **iv.** Printers and multifunction printers (collectively referred to herein as "Printer" or "Printers"), excluding three-dimensional object printers or similar, or crafting Printers
  - **v.** LCD, Plasma or LED Televisions (collectively referred to as "television" or "televisions").Televisions include coverage for the original remote control

Other Home Entertainment:

i. Bluetooth and Wi-Fi Enabled Speakers

ii. Audio/Video Streaming Devices, including the original remote control, excluding any Verizon-branded or provided audio/video streaming devices, which are supported by Verizon

iii. Gaming Systems and Handheld Gaming Devices (collectively referred to as "Portable Gaming Devices"). Portable Gaming Devices include coverage for gaming controllers

iv. DVD Players and Blu-ray Players (collectively referred to as "DVD Players")

v. Home Theater System (collectively referred to as "Home Theater System in a Box"). Home Theater System in a Box includes a receiver, sound bar, speakers, DVD Players, amplifier, subwoofer and tuner

Wearables:

i. Health and Fitness Bands

ii. Smartwatches

iii. Virtual Reality Headsets

iv. Audio Headsets, including audio headphones (collectively referred to as "Audio Headsets")

v. Augmented Reality Glasses

Smart Home Products:

i. Smart Alarm Motion Detector(s)

ii. Smart Thermostats

iii. Smart Door Locks

iv. Smart Home Security Cameras

v. Smart Video Doorbells

vi. Smart Device Hubs

vii. Smart Light Dimmers

viii. Smart Smoke Detectors

ix. Smart Carbon Monoxide Detectors

x. Smart Alarm Contact Sensors

xi. Smart Alarm Flood and Freeze Sensors

xii. Smart Alarm Glass Break Sensors

xiii. Smart Alarm Keypads

xiv. Smart Alarm Panic Buttons

xv. Smart Alarm Range Extenders

xvi. Smart Video Products

Smart Home Healthcare Products:

i. Blood Pressure Monitors

ii. Electrocardiogram (EKG) Monitors for personal home use

iii. Pulse Oximeters

Smart Pet Tech:

i. Pet Collars, excluding Fence Hardware

ii. Auto Fetch Machines

iii. Pet Snack and Food Dispensers

Smart Floorcare:

i. Robotic Vacuums

ii. Robotic Mops

All of the "Smart" products above must utilize one (1) of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, Bluetooth, ZigBee, Z-Wave, Insteon, Thread Group or Matter, or other networking solution approved by us.

b. Carry-In Repair Service: If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered products.

c. On-Site Repair Service: If a covered product requires on-site service, an adult (eighteen (18) years of age or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. **We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry.** Non-original parts may be used for repair of the covered products.

d. Repair Depot Service: If a covered product is not eligible for carry-in or on-site service, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered products to our authorized service center. Non-original parts may be used for repair of the covered products.

e. REPLACEMENT PRODUCTS & REIMBURSEMENTS: If we elect to provide you a replacement product or reimbursement for the replacement of your covered product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us for inspection as a condition to receiving a replacement product, or reimbursement.

VII. HOW TO MAKE A CLAIM: In the event your covered product experiences a breakdown while coverage is in effect for your covered products, you may file a claim by going online to https://www.asurion.com/verizon twenty-four (24) hours a day, seven (7) days a week or by calling 844-769-1991, twenty-four (24) hours a day, seven (7) days a week. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in **Section VIII**. We may require you to fill out a claim facilitation form as part of your claim and we will provide instructions on how to send the completed form, and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to providing service on your claim. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for product not belonging to you, may result in claim denial and/or immediate cancellation of this Plan as set forth in Section XV. The cost to

repair or replace the covered products cannot exceed the available balance of funds under the aggregate claim limit as set forth in Section XI. All claims under this Plan must be reported to us within one hundred and eighty (180) days of the date the breakdown occurs; and breakdowns that occur during the term of this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

VIII. **SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid and received by us before we will provide service and may be paid with a valid credit card. A service fee does not apply to the repair or replacement of remote controls, game controller, monitor, keyboard, mouse, modem, external PC speakers (wired or wireless), external hard drive, non-mesh Routers, Smart Alarm Key Pads, Smart Alarm Motion Detectors, Smart Alarm Glassbreak Sensors, Smart Alarm Panic Buttons, Smart Alarm Contact Sensors, Smart Alarm Flood and Freeze Sensors, Smart Alarm Range Extenders, Audio/Video Streaming Devices, DVD Players, Smart Device Hubs, Smart Light Dimmers, Smart Smoke Detectors, Smart Carbon Monoxide Detectors, Blood Pressure Monitors, Pulse Oximeters, or EKG Monitors, however, the associated costs will apply toward your aggregate claim limit under Section XI.

Covered Product	Service Fee
PCs, Televisions, Mesh Routers, Portable Gaming Devices, Printers, Home Theater Systems in a Box, Bluetooth and Wi-Fi Enabled Speakers, Virtual Reality Headsets, Pet Collars, Robotic Vacuums, Robotic Mops, Augmented Reality Glasses	$99
Audio Headsets, Health and Fitness Bands, Smartwatches, Smart Door Locks, Smart Home Security Cameras, Smart Thermostats, Smart Video Doorbells, Smart Video Products, Auto Fetch Machines, or Pet Snack and Food Dispensers	$49

IX. **NON-RETURN FEE:** All covered products approved for replacement or reimbursement must be returned to us unless we specifically instruct otherwise. You must return the claimed covered product as directed by us, including unlocking the claimed covered product if applicable, or you will be charged a non-return fee of up to the retail price of the claimed product. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.

X. **PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly fee, plus applicable taxes, will be billed on a month-to-month basis on your Verizon or Frontier bill. It is your responsibility to maintain a valid payment method with Verizon or Frontier to process payments, and failure to do so may result in cancellation of the Plan.

XI. **PLAN LIMITS OF LIABILITY:**

a. **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim is $3,000 or the remainder of your aggregate claim limit, whichever is less.

b. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is $5,000. Following each approved claim, we will deduct the cost of the claim, as determined by us, from your aggregate claim limit balance. The costs associated with a covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your account and the associated costs will be added back to your available aggregate claim limit balance.

c. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the covered product requires additional repairs, we may be able to provide you with information on how to get the covered product repaired, however, we will not be responsible for any costs related to these repairs. You will continue to have access to technical assistance and support for the duration of your enrollment in this Plan, regardless of your aggregate claim limit balance.

XII. **EXCLUSIONS: This Plan does not cover the following:**

a. **Consequential, incidental, or indirect damages or losses, 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;**

b. **Pre-existing conditions at the time of your enrollment in this Plan;**

c. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, broken hinges, cracked cases, and accessories**

d. **Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;**

e. **Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;**

f. **Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;**

g. **Costs associated with installation or uninstallation of any covered products, with the exception of the costs that are directly associated with the services provided under this Plan;**

h. **Products that are not owned by you, leased and rented products, or products that are not customarily located in your enrolled service address or a qualifying secondary address;**

i. **Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when the covered product is located at our designated repair location;**

j. **Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education, or no problem found;**

k. **Covered products whose serial number has been altered or removed;**

l. **Theft or loss of the covered product;**

m. **Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the covered product;**

n. **Special needs accessories including, but not limited to: handset boosters; visual ring indicators;**

o. **Parts intended for periodic replacement including, but not limited to: batteries (excluding one annual laptop battery), bulbs, external power supplies, styluses, antennas, cartridges and lamps;**

p. **Covered products located outside the United States;**

q. **Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;**

r. **Support or repairs to software or loss or damage to software due to any cause, including but not limited to: computer virus; worm; Trojan programs; adware; spyware; firmware or any other software program;**

s. **Burned-in images and pixel failure within designed specifications or that do not materially alter the functionality of the covered product;**

t. **PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;**

u. **Custom-built PCs;**

v. **Products for commercial use; and**

w. **Products connected to Verizon and covered by one of their insurance products or other service contract or protection options.**

XIII. RENEWAL: This Plan automatically renews from month-to-month unless cancelled.

XIV. TRANSFER: This Plan is not transferable.

XV. CANCELLATION: This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167, or online at verizon.com or frontier.com, or by calling 844-769-1991. 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 will state the effective date and reason for cancellation. We may cancel this plan immediately if we discover any abuse of this plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you. This plan may be cancelled immediately for hostile or abusive language to us or our agents including but not limited to: sales representatives, technicians, service providers, etc. If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of the monthly Plan payment made by you under this Plan less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, GA, 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 cancellation will include a 10% penalty per month. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

XVI. INSURANCE SECURING THIS PLAN: This Plan is not a contract of insurance. The obligations of Asurion Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Insurance Underwriters, Inc. in the following states: Alabama, Arkansas, California, Colorado, Connecticut, District of Columbia, 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, or Wyoming and all other states required by law. The obligations of Asurion Florida Warranty Services, Inc. under this Plan are secured by an insurance policy provided by Liberty Mutual Insurance Company. If within sixty (60) days we have not paid or provided service for your claim, provided you with a refund owed, you are otherwise dissatisfied, or if we become insolvent or otherwise financially impaired, you may report a claim directly to the applicable insurance company at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Insurance Underwriters, Inc., and at 175 Berkeley Street, Boston, Massachusetts, 02116, for Liberty Mutual Insurance Company, or by calling these companies toll free 1-844-325-2467.

XVII. FULL FAITH AND CREDIT: Our obligations under this Plan that are not insured under an insurance policy are backed by the full faith and credit of Asurion.

XVIII. CHANGES TO THE PLAN: WE MAY CHANGE THE MONTHLY CHARGE FOR THIS PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THIS PLAN, YOU MAY CANCEL THIS PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THIS PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS, WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

XIX. LIMITATION OF LIABILITY: IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, VERIZON OR FRONTIER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

XX. FORCE MAJEURE: We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

XXI. NON-WAIVER: Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

XXII. 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, service contract insurers, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 844-769-1991. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. **THIS A.A.:**
   - **a.** Survives termination of this Plan.
   - **b.** Is governed by the Federal Arbitration Act.
   - **c.** Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
   - **d.** Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
   - **e.** Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.
2. **ARBITRATION PROCESS:**
   - **a.** How to start arbitration.
     - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
     - Describe the dispute and relief sought in the Notice.
     - If the dispute is not resolved within 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.
   - **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:

While all state specific provisions are included in this Plan, you will only remain enrolled in this Plan if your service address continues to remain in the seller coverage area. Moving outside of the coverage area constitutes cancellation of this Plan by you, subject to the **Cancellation** section of this Plan. **If any provision of this Plan conflicts with any state specific provision below, the state specific provision will control.**

In Arizona: The **Exclusions** section is modified as follows: **"d.> Loss, theft, abuse, malicious mischief, misuse, intentional damage, vandalism, improper installation by someone other than us or our agent, or customer negligence;"** The **Arbitration or Small Claims Court Agreement** of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions.

In California:

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 cancel@asurion.com or 844-769-1991, or by visiting verizon.com or frontier.com, or by writing the Administrator at: P.O. Box 1340, Sterling, VA, 20167. This Plan is offered on a month to month-basis. Verizon may offer other service contract programs and benefits which may be provided to you by Verizon. 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:
640 (03/26)
v VHDP F08.26

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 products, the cost of repair of the covered products and a copy of this Plan. In-home service is provided.

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

In Georgia: We may non-renew, but only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The **Arbitration or Small Claims Court Agreement** section 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. Nothing contained in the **Arbitration or Small Claims Court Agreement** section shall affect your right to file a direct claim under the terms of this Plan against Liberty Insurance Underwriters, Inc. or Liberty Mutual Insurance Company pursuant to O.C.G.A. 33-7-6. The **Exclusions** section is modified as follows: Pre-existing conditions known to you at the time of your enrollment in this Plan or breakdowns prior to your coverage effective date. The **Exclusions** section, letter f. is modified as follows: Breakdown due to a design flaw, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure; The **Cancellation** section is modified as follows: If this Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of the monthly Plan payments made by you under this Plan less the cost of any claims that have been paid or repairs that have been made.

In Maine: The **Cancellation** section is modified as follows: "Upon fifteen (15) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

In Maryland: This Plan is extended automatically when we fail to perform the services under this Plan. This Plan will not terminate until services are provided in accordance with the terms of the Plan.

In Michigan: If performance of the Service Contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

In Minnesota: The **Cancellation** section is modified as follows: "Upon five (5) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

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. All references to the administrator in the Cancellation provision are deleted and not replaced. 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, with fifteen (15) days' notice to you: 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 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. The **Cancellation** section is modified as follows: "administrative fee" is deleted and replaced with "cancellation fee". Any changes to these Terms and Conditions that are required to be filed in advance by us with the Nevada Division of Insurance must be approved by the Nevada Division of Insurance prior to becoming effective. The **Exclusions** section is modified as follows: **"if the covered products are 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 844-769-1991 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: 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. Contact us at 844-769-1991 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 Plan term, or one (1) year, whichever occurs first unless any of the following occurs, in which case this Plan will be cancelled with fifteen (15) days' notice to you: **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 or in the presentation of a claim, including but not limited to filing a claim for products not belonging to you; **4>** you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

In North Carolina: The purchase of this Plan is not required to purchase or to obtain financing for the covered products. 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: 44197917.

In Oregon: The **Arbitration or Small Claims Court Agreement** section 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 provider and the administrator, as defined above; and Verizon 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 844-769-1991. 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 will be conducted within the state of Oregon.

In South Carolina: Contact Us at 844-769-1991 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: 454.

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 **Cancellation** section is modified as follows: "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. Such cancellation notifications will state the effective date and reason for cancellation." Failure to notify within the prescribed time will not invalidate your claim if you can show that notification was not reasonably possible. The **Arbitration or Small Claims Court Agreement** section 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 provider and administrator, as defined above; and the Seller 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 844-769-1991. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. 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 will be conducted within the state of Utah."

In Virginia: Contact us at 844-769-1991 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within sixty (60) days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Plans to file a complaint. The Department website is https://www.vdacs.virginia.gov/.

In Washington: The **Insurance** section of this Plan is modified as follows: "If we fail to act on your claim, you may contact Liberty Underwriters, Inc. or Liberty Mutual Insurance Company directly at 1-888-325-2467. If you have filed a claim under this Plan and we fail to pay, provide service, or provide you with a refund owed within thirty (30) days, or if we become insolvent or otherwise financially impaired, you may contact Liberty Underwriters, Inc. or Liberty Mutual Insurance Company directly to report your claim. If we cease operation, you are not required to wait sixty (60) days before filing a claim directly with Liberty Underwriters, Inc. or Liberty Mutual Insurance Company." The Cancellation section is modified as follows: "Upon twenty-one (21) days' notice, we may cancel this Plan if we discover any abuse of this Plan, or any fraud or material misrepresentation in obtaining coverage or in the presentation of a claim, including but not limited to filing a claim for a product not belonging to you."

In Wisconsin: **THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may non-renew, but 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 product or its use, by notifying you at least five (5) days prior to the effective date of cancellation. The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** is modified as follows: **"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."**

In Wyoming: Prior notice is not required if the reason for cancellation is a substantial breach of duties by you relating to the Verizon service or its use. The **Arbitration or Small Claims Court Agreement** section is modified as follows: "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 will 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 the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan."

Administered by:
Asurion Services, LLC
Asurion Florida Warranty Services, Inc.

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VERIZON HOME DEVICE PROTECT TECHNICAL SUPPORT TERMS OF SERVICE

The Verizon Home Device Protect Technical Support Terms of Service is a legal agreement between you, the end user (hereinafter, "you" or "your") and Verizon Online Services, LLC (hereinafter, "us", "our" or "we"). Your use of the Verizon Home Device Protect plan (hereinafter, the "Plan") is subject to the Verizon Home Device Protect Technical Support Terms of Service described below (hereinafter, "Services"); your use is also subject to the Verizon Residential Terms of Service Customer Agreement, which is available at . Please read both the Verizon Home Device Protect Technical Support Terms of Service, the Verizon Residential Terms of Service and the Frontier Residential General Terms and Conditions carefully, and do not use the Services if you disagree with them. Additional information about the Services is available at www.verizon.com. **ADDITIONALLY, ANY DISPUTES UNDER THIS TERMS OF SERVICE SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON ONLINE SERVICES," OR UNDER THE HEADER "DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION" WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND WE BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS TERMS OF SERVICE ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.**

1. **Supported Devices & Use of Services.** We, directly or indirectly, will provide the Services in accordance with these terms and as described below. The Services are available for products in your residence that are covered under the Plan and/or that can connect to your wireless network ("Supported Products"), and where appropriate, computer devices, subject to the exclusions described in the "Scope of the Services" section below and other exclusions as decided by us in our sole discretion. Data usage charges may apply to the Services. In some circumstances, you may need to supply or purchase additional equipment or software to receive the full benefit of the Services, and you are responsible for the cost of that equipment or software. The Services may also include two (2) in-home visits ("Visits") by an Asurion Expert ("Expert") and specific technical support services provided at select uBreakiFix® by Asurion ("UBIF") locations or select Asurion repair locations for in-person tech support or via an Expert. You need not consent to the Visits in order to utilize the benefits of the Plan or the Services. See below for Scope of Services and Visits.

2. **Scope of the Services.** The following Services are provided under the Plan:

   A. The Services.

   The Services include: (a) technical support for your Supported Products (as defined in the Plan) and the operating systems and software applications on them; (b) technical support for the use of your Supported Products with other devices and services manufactured to be compatible with your Supported Products or intended to be connected to them (excluding any Verizon-branded or provided home router, Verizon-branded or provided audio/video streaming devices supported by Verizon, and Frontier-branded or provided home router, supported by Frontier); (c) technical support with malware and virus removal; (d) quality assessment of your in-home connectivity; (e) technical support for your Desktop and Laptops ("Supported PC") (if applicable) as it relates to the assessment of the product's performance; (f) technical support to help with your Supported PC (if applicable) with data back up and/or data transfer to another Supported PC; (g) two (2) optional in-home visits by an Expert as further described below in section (C); and (h) select services provided by uBreakiFix® by Asurion. From time to time we may, but are not required to, make additional benefits, products, and/or services available to you as a Verizon Home Device Protect customer. These additional benefits, products, and/or services may be provided to you without charge or may be optional offers for an additional or discounted fee.

   The Services do not include: (a) activation of your wireless devices; (b) assistance with wireless network coverage issues, such as dropped calls/data interruptions; (c) diagnostic support unrelated to your Supported Products; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Supported Products; (f) repair of peripherals, home or wireless routers, modems, or networks; (g) installation of non-sanctioned applications; (h) excluding any Verizon-branded or provided home router, and Verizon-branded or provided audio/video streaming devices supported by Verizon and Frontier-branded or provided home router, supported by Frontier; or (i) assistance with specialized devices related to medical care, including but not limited to emergency assistance/first responder devices, with the exception of select Smart Home Healthcare Products as covered in the Plan.

   B. Tech Coach Mobile Application.

   The Services include access to the Tech Coach Mobile Application (the "Tech Coach App") that is provided to you directly by Asurion Mobile Applications, LLC. The Tech Coach App provides several functions, including access to an Expert who can provide Technical Support Services through click-to-call, click-to-chat, self-help information, and educational notifications; and may at a future date provide other features and benefits. The Tech Coach App is subject to a separate end-user license agreement available at www.phoneclaim.com/verizon/techcoachapp/terms/. The Tech Coach App end-user license agreement is independent of these Terms, the Verizon Residential Terms of Service, and the Frontier General Residential Terms and Conditions.

   C. Scope of In-Home Expert Visits.

   The Visits are optional and will only be performed by us upon your request and consent.

   The Visits will be conducted in your residence for the purpose of: 1) troubleshooting home technology issues; 2) assistance with product set-up and configuration, including establishing streaming services, whole home data back-up, and connecting smart home products; 3) Wi-Fi and network evaluations; 4) technology product purchase guidance; or 5) assistance filing a claim under the Plan. Visits may also include reviewing new products and/or services available in the marketplace that might meet your technology needs. Assistance with product set-up and configuration shall not include the physical installation or mounting of any Supported Product, and does not include any steps that require tools.

   Notwithstanding the above, in-home trouble shooting and assistance shall exclude assistance with any excluding any Verizon-branded or provided home router and Verizon-branded or provided audio/video streaming devices supported by Verizon, or Frontier-branded or provided home routers, supported by Frontier. We make no representations about the quality, functionality or suitability of products or services that the Experts recommend. We are not liable for any decision you make to purchase any products or services unrelated to the Plan. You should review each product or service carefully to ensure it meets your needs prior to purchase.

   Visits may include some or all of the above Services but will be limited in time to approximately one (1) hour in duration. If the Visit requires more time, an Expert may choose to extend the stay, but will not be obligated to do so. Experts will use commercially reasonable efforts during the Visits to perform the above Services. If the Expert is unable to resolve your issue after making commercially reasonable efforts, they have the right and discretion to refuse to take further efforts to do so. Additionally, in some instances, the Expert may have limited information from vendors, manufacturers, and developers, and they may not have the ability to obtain the proprietary or other information required to resolve your issue. Some technical issues that you encounter may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case the Expert may not be able to resolve your issue.

   Visits will be scheduled by logging in to your Asurion dashboard at https://www.asurion.com/verizon/home-device-protect/ or by calling (844) 769-1991. If you need to reschedule the date of your Visit, you must give us at least 24-hours advanced notice. If you do not provide that notice, we reserve the right to cancel the visit and not reschedule.

   Someone at least 18 years of age must be present at all times while the Expert is in your home and throughout the duration of the Visit. Upon completion of the Visit, the Expert may provide you with contact information and a follow-up email with new product recommendations.

   You must make the products intended for assessment/consultation in your home by the Expert accessible, and provide a safe, non-threatening environment for the Expert to conduct the Visit.

   As part of the Visit, the Expert will not be responsible for dismantling or physical installation of any products or equipment. The Expert will also not be responsible for conducting any repairs or physical triage of a product that may involve specific tools or a unique work environment for your safety and the safety of the Expert.

   Verizon Care Smart Watch Customers

   If you have a Verizon Care Smart Watch (the "Watch") active on your Verizon Wireless account, one (1) Visit may be designated to assist the wearer of the Watch, in the wearer's residence (if not the same location as your home), with the use and operation of the Watch (i.e., making and receiving calls,

sending texts, how to charge the Watch, etc.) provided that you have first completed set-up, via the Watch app, the contact list and other functionality of the Watch. Notwithstanding anything in the User Guide for the Watch, the support of the Watch by the Expert shall be consistent with the Services provided under this Verizon Home Device Protect Technical Terms of Service for any other Supported Product.

D. Optional Installation Services.

Optional installations are available, for a discounted fee, in select locations and for the select products, which are subject to change at any time. The list of Supported Products that are eligible for the optional installation Services is available at https://www.asurion.com/verizon/home-device-protect/. You must make the Supported Products intended for installation in the home accessible to the Expert, and provide a safe, non-threatening environment for the Expert to conduct the consultation.

Someone at least 18 years of age must be present at all times while the Expert is in your residence and during the time that the installation is performed. Products must be new or fully functioning at the time of installation, and Wi-Fi access must be available for certain products to be installed. Availability of installation Services is contingent on certain criteria, including product type, customer location and appointment/technician availability.

E. Services Provided by uBreakiFix® by Asurion

Select Services provided by uBreakiFix® by Asurion may be made available to you without charge or may be optional offers for an additional or discounted fee. To view and access these Services, visit your Asurion dashboard at https://www.asurion.com/verizon/home-device-protect/. Services provided by uBreakiFix by Asurion® are subject to change at any time and are dependent upon certain criteria, including store location and product.

3. Backup of Software and Data.

You are responsible for backing-up the software or data stored on your Supported Products and other devices included in the Services. We are not responsible for any loss, alteration or corruption of any software or data, and we may decline to provide Services to you if it is determined that you have not taken appropriate back-up measures.

4. Remote Access Applications. To receive Services, you may be required to run certain software applications ("Software") on your Supported Products included in the Services. The Software may include tools that allow the Experts to remotely access your Supported Products or devices and any content stored thereon. You agree to comply with the terms applicable to the Software, and in the event of a conflict between those terms and this Verizon Home Device Protect Technical Terms of Service, the Verizon Residential Terms of Service and the Frontier Residential General Terms and Conditions, the Software-specific terms control with regard to the Software only. You acknowledge and agree that you will not copy or modify the Software or any other materials provided to you in connection with the Services.

When providing Services, the Expert may be required to remotely access your Supported Device, including any private and/or confidential/personal information, data, videos, pictures, text messages, or other content thereon. It is your responsibility to remove any sensitive content on your Supported Device to the extent you believe necessary to prevent access by the Expert.

5. Representations and Authorizations. When receiving the Services, you represent that you are the owner or an authorized user of the Supported Products or other devices for which you are using the Services, as well as any software thereon, and we reserve the right to refuse to provide Services to you if we determine that you are not the owner or authorized user. When using the Services, you: (a) expressly consent to the Expert remotely accessing your Supported Products, other devices included in the Services and any data, videos, pictures, text messages or other content thereon; and (b) expressly authorize the Expert to effect changes to Your Supported Products, to the extent necessary to provide the Services, and You acknowledge and agree that such changes may be permanent and irreversible. It's strongly recommended that prior to the Visit, you back up your photos, videos and secure any personal or confidential data, as we are not responsible for any loss or damage to your digital content that may occur as a result of the triage or trouble-shooting support services that are provided during the Visit.

6. Passwords. If you know or suspect that the passwords associated with or stored on your Supported Products 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.

7. Claim Limitation. Subject to the Arbitration provision in your Verizon Residential Terms of Service and unless otherwise allowed by applicable law, any claim related to the Services shall be brought within one (1) year of the events giving rise to the claim. Failure to assert any such claim during that time results in the claim being forever barred.

8. 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 DESCRIBED HEREIN AS THE "VISIT" ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THEM IS AT YOUR SOLE RISK AND DISCRETION. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE EXPERT(S) SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE 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 US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALLY REASONABLE EFFORTS TO SATISFY THE WARRANTY ON LABOR. WE 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.

9. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE 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, OUR 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 OR $150.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The Verizon Home Device Protect Technical Terms of Service constitute the sole and entire agreement between you and us as it relates to the Services. The Verizon Home Device Protect Technical Terms of Service and your enrollment in the Plan shall be governed by the laws of the State of Tennessee, without regard to the choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any cause of action or claim you have with respect to the Verizon Home Device Protect Technical Terms of Service or the Services must be commenced within one (1) year after the claim or the cause of action arises. We may assign our rights and duties under these terms to any party at any time without notice to you. If any provision of the Verizon Home Device Protect Technical Terms of Service is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the Verizon Home Device Protect Technical Terms of Service, and all other provisions of the terms remain in full force and effect.

10. Right to Terminate. 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 associated with the Services. 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 associated with the Services that we may agree to pay in such circumstances will be limited to the fees you paid in the prior month for the Services. If you wish to terminate your access to the Services, please contact us by calling (844) 769-1991.

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