Device protection.

Protection and support.
Don’t be left without a plan.

Accidents happen. Water damage, cracked screens, compromised data. That’s life in the 21st century. But accidents don’t have to turn your world upside down if you have a plan in place.
Learn more.

Why protect your devices? 4–5

Phone and data card protection and support plans. 6–16

Tablet protection plans. 17–22

Detailed terms and conditions. 23–48
More than device protection, support for your mobile life.

You protect many important things in your life — car, home, health. Your mobile devices are a big part of your life and are worth protecting, too. They’re your connection to the world and the gatekeeper to your personal data. Device protection covers it all, from loss or theft to damage, malfunction, and threats to your personal data.

Benefits of having a plan in place:

• **Coverage is comprehensive.**
  When “what if?” turns into “what happens now?” you’ll feel good having extensive coverage.

• **No hassle. No uncertainty.**
  With a defined solution in place, you know what to expect when the unexpected happens.

• **Saves replacement costs.**
  It’s easy to forget the full retail cost of a device. With protection, you can keep forgetting.

• **Support is fast, efficient, and convenient.**
  No stress. Whether you prefer to call or chat, our personal premium expert support can help every step of the way.

• **Protection for your trade-in.**
  With protection, you will have a replacement or repaired device to trade in should you experience a covered incident — especially important for lease plan customers.
Device protection plans at a glance.

Welcome to our comprehensive protection solutions to secure, replace, and repair your device. Get more details on the following pages and choose the one that’s right for you.

<table>
<thead>
<tr>
<th>Phone or data card protection</th>
<th>Tablet protection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Equipment Protection Plus (TEP Plus)</strong>**</td>
<td><strong>Total Equipment Protection (TEP)</strong>**</td>
</tr>
<tr>
<td><strong>$13</strong> per month*/per device</td>
<td><strong>$11 / $9</strong> per month*/per device</td>
</tr>
<tr>
<td><strong>Advanced Protection Pack</strong>*</td>
<td><strong>$13</strong> per month/per device</td>
</tr>
</tbody>
</table>

Available for purchase separately.

**Total Tech Expert (TTE)**

TEP Plus customers can extend Tech Expert support to include anyone on their Sprint account and any Wi-Fi-connected devices they own.

**$12** per month/per account

<table>
<thead>
<tr>
<th>Phone or data card protection</th>
<th>Tablet protection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment Service and Repair Program (ESRP)</strong>**</td>
<td><strong>Advanced Device Service &amp; Support</strong>*</td>
</tr>
<tr>
<td><strong>$5</strong> per month/per device</td>
<td><strong>$6</strong> per month/per device</td>
</tr>
<tr>
<td><strong>Advanced Device Insurance</strong>*</td>
<td><strong>$7</strong> per month/per device</td>
</tr>
</tbody>
</table>

*Monthly charge per device and deductible depends on device type. See schedule on sprint.com/protection for a complete list of devices with applicable pricing and deductible tiers. New York residents only can purchase insurance separately for $2.50 and $7.50, depending on device.

**For details about the TEP Plus, TEP, TTE, and ESRP programs, refer to pages 6–16 and pages 23–46 of this brochure.

***For details about the Tablet protection programs, refer to pages 17–22 and pages 46–48 of this brochure.
Phone and data card protection and support plans.
Choose the option that’s the perfect fit for your Sprint phone, smartphone, iPhone®, or data card. And when mishaps happen, you’re covered.

**Total Equipment Protection Plus.**
Details on page 10

The most comprehensive protection solution covers loss, theft, liquid or physical damage, and mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear. Repairs are performed at select repair locations, including Sprint repair centers. Plus, one-click access to on-demand, U.S.-based support for your device and almost any connection to it with the Tech Expert app. Get added backup and security features by downloading the Sprint Protect app (included with TEP Plus; see page 12).

**Total Tech Expert.**
Details on page 13

Extend the support you get with TEP Plus to the rest of the connected devices in your home with Total Tech Expert.

**Total Equipment Protection.**
Details on page 11

Covers loss, theft, liquid or physical damage, and mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear. Repairs are performed at select repair locations, including Sprint repair centers.

**Equipment Service and Repair Program.**
Details on page 14

Covers mechanical and electrical breakdown due to defects, malfunction or normal wear and tear. Repairs are performed at select repair locations, including Sprint repair centers.

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**Equipment covered:** Eligible Sprint phones or data cards that are active on the Sprint network. See complete list of devices covered at sprint.com/protection. Standard battery and standard battery charger only covered if part of loss.

**Devices NOT eligible for coverage:** Boost or Virgin devices, 4G only devices, GSM only devices, MVNO models, Special/Limited Edition devices. Netbooks, notebooks, tablets, desktop modems, intrinsically safe device: r765IS by Motorola, Samsung Gear S II.
## Summary of key terms and conditions

<table>
<thead>
<tr>
<th>Summary of coverage</th>
<th>Total Equipment Protection Plus*</th>
<th>Total Equipment Protection*</th>
<th>Equipment Service and Repair Program (ESRP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly charge**</td>
<td>$13</td>
<td>$11 / $9</td>
<td>$5</td>
</tr>
<tr>
<td>Insurance replacement deductible (non-refundable per approved claim)</td>
<td>$50 / $100 / $150 / $200 / $250</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Insurance repair deductible (non-refundable per approved claim)</td>
<td>$25 / $50 / $75 / $100 / $125</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Covered incidents</td>
<td>Loss, theft, liquid or physical damage, and mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear; Repairs are performed at select repair locations, including Sprint repair centers</td>
<td>Mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear; routine walk-in service; whether repaired or replaced is determined by Sprint</td>
<td></td>
</tr>
<tr>
<td>Tech Expert***</td>
<td>•</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Content backup</td>
<td>20 GB photos and videos</td>
<td>1 GB photos and videos</td>
<td></td>
</tr>
<tr>
<td>Claim limits</td>
<td>Three claims within any consecutive 12 months with a maximum replacement value of $1,500 per claim; applies to claims for loss, theft, or physical or liquid damage</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>ESRP service and repair</td>
<td>First two Service and Repair transactions included at no additional charge. A $25 service fee applies to three or more repairs in any consecutive 12-month period. More than 1,800 repair centers with 2,300 on-site experts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement equipment</td>
<td>Replacement equipment may be new or a Sprint certified remanufactured device and/or a comparable model</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cancellation policy</td>
<td>You may cancel your optional coverage at any time and receive a prorated refund/credit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Repairs: Repair options, under the insurance program, will be available in select locations for eligible devices and certain types of damages. Additional information on repair options will be available at sprint.com/protection, which includes a list of eligible devices, types of repairable damage, and available select repair locations. If you have an eligible device that is not repairable, choose to have your device replaced, or do not take your eligible device to be repaired at one of the select repair locations, you will be charged the replacement deductible. If you have a water resistant device, it may not be water resistant after repair.

*The monthly charge for TEP Plus and TEP includes the cost of insurance provided in the program. New York residents may purchase insurance separately for $2.50 or $7.50 depending on your device.

**For customers who elect insurance coverage, the monthly insurance premium may include fees payable to Sprint and/or Asurion. Monthly charge per device and deductible depend on device type. See schedule on sprint.com/protection for a complete list of devices with applicable pricing and deductible tiers.

***Tech Expert can be extended to all Wi-Fi–connected devices on an account with TEP Plus by enrolling in TTE coverage. See page 13 for details.
The non-refundable insurance replacement deductibles listed above apply to approved claims for loss, theft, and physical or liquid damage. Repair options will be available in select locations for eligible devices and certain types of damages. Please refer to sprint.com/protection for additional information.

Remanufactured equipment provided by CNA as replacement equipment meets Sprint’s strict quality standards and is Sprint certified.

Water resistant devices may not be water resistant after repair.

For information about your phone model if you do not see it in the above list, and for a complete and current list of devices with associated deductible amounts, please visit sprint.com/protection or call 800-584-3666.

NOTE: This list is changed from time to time. Please check this list any time your equipment changes.

### Total Equipment Protection deductible schedule

<table>
<thead>
<tr>
<th>Device Tier</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEP/TEP Plus monthly charge per device</td>
<td>$9</td>
<td>$9</td>
<td>$11 / $13</td>
</tr>
<tr>
<td>Insurance replacement deductible*</td>
<td>$50</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Insurance repair deductible**</td>
<td>$25</td>
<td>$50</td>
<td>$50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Devices</th>
<th>Kyocera Hydro Vibe</th>
<th>Kyocera Verve</th>
<th>LG G Stylo</th>
<th>LG G3 Vigor™</th>
<th>Netgear® Fuse Mobile Hotspot</th>
<th>Nokia Lumia 635</th>
<th>Samsung Grand Prime</th>
<th>Sharp Aquos Crystal</th>
<th>Kyocera Torque XT</th>
<th>Sonim® XP Strike</th>
<th>BlackBerry® Q10</th>
<th>Google Nexus 5</th>
<th>HTC One® E8</th>
<th>LG G Flex II</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Device Tier</th>
<th>Tier 4</th>
<th>Tier 5</th>
<th>Tier 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEP/TEP Plus monthly charge per device</td>
<td>$11 / $13</td>
<td>$11 / $13</td>
<td>$11 / $13</td>
</tr>
<tr>
<td>Insurance replacement deductible*</td>
<td>$150</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>Insurance repair deductible**</td>
<td>$75</td>
<td>$100</td>
<td>$125</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Devices</th>
<th>HTC One®</th>
<th>LG G3</th>
<th>LG G5</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC One® A9</td>
<td>HTC One® M9</td>
<td>iPhone 6 16 GB, 64 GB, 128 GB</td>
<td>iPhone 6 Plus 16 GB, 64 GB</td>
</tr>
</tbody>
</table>

*The non-refundable insurance replacement deductibles listed above apply to approved claims for loss, theft, and physical or liquid damage.

**Repair options will be available in select locations for eligible devices and certain types of damages. Please refer to sprint.com/protection for additional information.

Remanufactured equipment provided by CNA as replacement equipment meets Sprint’s strict quality standards and is Sprint certified.

Water resistant devices may not be water resistant after repair.

For information about your phone model if you do not see it in the above list, and for a complete and current list of devices with associated deductible amounts, please visit sprint.com/protection or call 800-584-3666.

NOTE: This list is changed from time to time. Please check this list any time your equipment changes.
Get it all with

**Total Equipment Protection Plus**

**Protection**

**Complete protection**
Coverage against loss, theft, damage (including liquid damage), and malfunction, saving you hundreds of dollars on a new replacement device. Repairs are performed at select repair locations, including Sprint repair centers.

**Repair and next-day replacement**
If your phone is lost, stolen, or damaged, receive a replacement device the next day in most cases. Repairs on damaged devices can be done the same day in most cases.

**Recovery**
Find your phone using GPS and remotely lock or erase content on a missing phone to protect personal data. Easily restore your content to a replacement device, so your data is always safe.

**Automatic backup**
Automatic backup of your photos and videos, up to 20 GB. Get peace of mind knowing your special memories are secure.

**Built-in security**
Enhanced features on your device guard against viruses and optimize your battery.

**Expert Support**

**Tech Expert App**
Speak with a U.S.-based tech expert with just one click. That’s premium support for anything from third-party apps to printing from your mobile phone. Download the app from your app store or go to [sprint.com/protection](http://sprint.com/protection).

**Sprint Protect App**
Backup your photos and videos, and more. Download the app from your app store or go to [sprint.com/protection](http://sprint.com/protection).

TEP Plus is a combination of TEP and Tech Expert. For complete terms, conditions, and limitations of coverage, refer to pages 23-43.
Get covered with

**Total Equipment Protection**

Replace it.

**Complete protection**
Coverage against loss, theft, damage (including liquid damage), and malfunction, saving you hundreds of dollars on a new replacement device. Repairs are performed at select repair locations, including Sprint repair centers.

**Repair and next-day replacement**
If your phone is lost, stolen, or damaged, receive a replacement device the next day in most cases. Repairs on damaged devices can be done the same day in most cases.

Secure it.

**Recovery**
Get automatic backup of contacts, photos, and videos (up to 1 GB). Find your phone using GPS and remotely lock or erase content on a missing phone to protect personal data.

Total Equipment Protection customers with an eligible, active device can upgrade to Total Equipment Protection Plus any time by calling 800-584-3666.

Total Equipment Protection is a combination of the Equipment Replacement Program (ERP) underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC, a licensed agent of CNA (In California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #0D63181. In Iowa, Lic. #1001002300, In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc., and the Equipment Service and Repair Program administered by Asurion Warranty Protection Services, LLC or one of its affiliates. For complete terms, conditions, and limitations of coverage, please refer to pages 23–40.

App download is required for recovery. Technical limitations may prevent certain features from working on all devices. Visit sprint.com/protection for a complete list.
Complete TEP Plus setup by downloading the Tech Expert app.

Reach a Tech Expert with a single click for unlimited support and help with:

- Setting up your connected device or connection to it*
- Transferring music and content
- Third-party app support
- And so much more...

The Tech Expert app also provides proactive alerts to keep you aware of phone performance, help with storage space, battery life, and more.

Download the app from your app store or go to sprint.com/protection.

*Services provided with the Tech Expert app vary depending on plan.

Tech Expert app is powered by Asurion. The Tech Expert app can only be used on compatible devices. All features may not be available for all phones — see sprint.com/protection for a list of all features.
Extend support to all connected devices in your home with

Already have TEP Plus? Total Tech Expert extends the personalized technical support you currently receive for your smartphone to all other Wi-Fi-connected devices in your home. For only $12 per month, Tech Experts can provide support for virtually any Wi-Fi-connected device — smartTVs, printers, gaming systems, and more.

A single source for support
Receive personalized, U.S.-based education and support for everyone on your account’s Wi-Fi-connected devices. Even phones, computers, TVs, and more.

Heads up alerts
Get predictive, personalized notifications for your phones and tablets to let you know before something goes wrong.

Worry-free backup
100 GB of backup for each Sprint phone on your account ensures your photos and videos are secure.

Total Tech Expert is the single source of support for all the Wi-Fi-connected devices.
Add it to your TEP Plus subscription today.

TEP Plus is required on one line to activate Total Tech Expert service on your account. TTE will remain on your account as long as there is a mobile number with TEP Plus coverage. For TTE Terms of Service, refer to pages 43-46.
Cover the basics with

Equipment Service and Repair Program.

The Equipment Service and Repair Program* is a service contract program for your wireless device.

<table>
<thead>
<tr>
<th>Covered incidents</th>
<th>Mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly charge</td>
<td>$5 per month, per device (when purchased as a stand-alone product).</td>
</tr>
<tr>
<td>ESRP service fee</td>
<td>Your first two repairs are covered at no additional cost. There is a $25 non-refundable service fee for each subsequent in-store repair or exchange within a consecutive 12-month period.</td>
</tr>
<tr>
<td>Replacement equipment</td>
<td>The malfunctioning equipment will be repaired or replaced with the same or comparable model. Repair or replacement is made at our option. Replacement device may be new or a Sprint certified remanufactured** device.</td>
</tr>
<tr>
<td>Cancellation policy</td>
<td>You may cancel your optional coverage at any time and receive a prorated refund/credit.</td>
</tr>
</tbody>
</table>

If your device needs service or repair:

Many repairs can be resolved the same day at one of more than 1,800 Sprint Phone Repair Centers. To find the nearest location, visit sprint.com/storelocator.

Some issues will be resolved by exchanging the device. Device replacements typically arrive within 3–4 business days.

Equipment covered:

Eligible Sprint phone, smartphone, data card, or iPhone. The malfunctioning device must be active on the Sprint network at the time the malfunction occurs. Standard battery and standard battery charger are only covered if part of a repair or loss to the covered equipment.

*ESRP is an optional equipment service contract provided by Sprint or Asurion based on the state in which you reside. Equipment Service and Repair Program is administered by Asurion Warranty Protection Services, LLC or one of its affiliates. For complete terms, conditions and limitations of coverage, please refer to pages 34–40.

**Replacement equipment meets Sprint’s standards and is Sprint certified.

THE ENCLOSED SERVICE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN ARBITRATION AGREEMENT SECTION OF THE ESRP CONTRACT.
Enroll today. Here’s how.

Simply ask a sales rep or call 800-584-3666 to enroll. It’s easy to sign up for Total Equipment Protection, Total Equipment Protection Plus, or Equipment Service and Repair Program.

Make sure to enroll within 30 days of activation or upgrade. After 30 days, devices are no longer eligible to be enrolled. If you already have Total Equipment Protection, you can upgrade to Total Equipment Protection Plus at any time with an eligible, active device.*

Enroll in your plan within 30 days of activation or upgrade.

How to make a claim.

Go to sprint.com/protection or call Asurion at 800-584-3666 for lost, stolen, or liquid or physically damaged devices. The sooner you make your claim, the better. And you must report your loss within 60 days of the incident.

Here’s what you’ll need:

- Wireless number
- Device make/model
- Credit/debit card information for deductible
- PIN
- Shipping address

For coverage to apply to a particular device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss. If your device is lost or stolen, contact Sprint immediately at 888-211-4727 to suspend your service. Per the program terms, if your device is damaged or if your lost device is later found, you can avoid non-return fees of up to $900 by simply returning the device in the return envelope that we provide to you. For repair or service, visit sprint.com/storelocator to find the nearest Sprint Phone Repair Center.

*Tier 3, 4, 5, and 6 devices are eligible to upgrade. See page 9 for more information.
Duplication of coverage

The included Equipment Replacement Program Coverage Certificate may provide a duplication of coverage already provided by a consumer’s personal auto insurance policy, renter’s insurance policy, homeowner’s insurance policy, personal liability insurance policy or other source of coverage.

Optional

The Equipment Replacement Program, a component of Total Equipment Protection, is optional insurance coverage that you are not required to purchase in order to purchase services or equipment. Program enrollment or claim authorization shall be at the sole discretion of CNA or Asurion in accordance with the terms of the Coverage Certificate and applicable law.

Associate qualifications

Unless otherwise licensed, Sprint sales reps are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to CNA’s licensed agent, Asurion Protection Services, LLC at 800-584-3666.

Customer support

Asurion and CNA strive to satisfy every customer and ask that you allow them the opportunity to resolve any question, concern or complaint you may have by calling 800-584-3666. For Residents of California, Indiana and Maryland, the Consumer insurance hotlines are as follows: the California Department of Insurance is 800-927-HELP (4357), the State of Indiana Department of Insurance is 800-622-4461, and the Maryland Insurance Administration is 800-492-6116.

Digital communications: If you have or in the future provide your email or other electronic address to Sprint, Asurion or its partners involved in administering this program, Asurion may communicate program information and legal notices with you through electronic means to the last address Asurion has on file.

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

All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.

THE EQUIPMENT REPLACEMENT PROGRAM COVERAGE CERTIFICATE CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION VIII.G OF THE COVERAGE CERTIFICATE AND THE ARBITRATION AGREEMENT SECTIONS OF THE EQUIPMENT SERVICE AND REPAIR PROGRAM, TECH EXPERT AND TOTAL TECH EXPERT TERMS.

Phone and data card protection and support plans.

Additional information.
Tablet protection plans.
Three ways to protect your tablet in ways that a cover can’t.

**Advanced Protection Pack**

Combines Advanced Device Insurance and Advanced Device Service & Support. It covers tablets in the event of mechanical or electrical breakdown due to defects and malfunction, accidental damage, loss, and theft. It also gives you virus protection and access to tech support professionals for technical troubleshooting. In the event of loss or theft, it provides the ability to secure and locate your device and back up your files.

**A la carte options:**

**Advanced Device Insurance**

Covers loss, theft, and accidental damage (including liquid damage).

**Advanced Device Service & Support**

Covers mechanical and electrical breakdown due to defects, malfunction, or normal wear and tear. Plus, includes data protection features and tech support.
### Summary of coverage*

<table>
<thead>
<tr>
<th></th>
<th>Advanced Protection Pack**</th>
<th>Advanced Device Service &amp; Support (ADSS)</th>
<th>Advanced Device Insurance* (ADI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Subscriber Fee*</td>
<td>$13</td>
<td>$6</td>
<td>$7</td>
</tr>
<tr>
<td>Mechanical or electrical breakdown due to defects or normal wear and tear</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Accidental damage — including liquid damage</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Loss and theft</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Tech support</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td>Data protection</td>
<td>Advanced Device Protect secures your device, backs up your files and provides virus defense.</td>
<td>Advanced Device Protect secures your device, backs up your files and provides virus defense.</td>
<td></td>
</tr>
<tr>
<td>Deductible (non-refundable per approved claim)</td>
<td>Accidental damage, loss or theft claims: $100 for devices with non-subsidized retail price less than $450. $200 for devices with non-subsidized retail price of $450 or greater.</td>
<td>$0</td>
<td>Accidental damage, loss or theft claims: $100 for devices with non-subsidized retail price less than $450. $200 for devices with non-subsidized retail price of $450 or greater.</td>
</tr>
<tr>
<td>Claim limits</td>
<td>Unlimited claims for mechanical or electrical breakdown. Three approved claims within a 12-month rolling period, beginning on the fulfillment date of your first repair or replacement, with a maximum replacement value of $1,500 per claim inclusive of standard accessories — applies to claims for accidental damage, loss or theft.</td>
<td>Unlimited number of claims. Maximum replacement value of $1,500 per claim, inclusive of standard accessories.</td>
<td>Three approved claims within a 12-month rolling period, beginning on the fulfillment date of your first repair or replacement, with a maximum replacement value of $1,500 per claim, inclusive of standard accessories.</td>
</tr>
<tr>
<td>Replacement equipment</td>
<td>If your device cannot be repaired, it will be replaced with a remanufactured device of like kind and quality. Such device may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories. If a reconditioned device is not available, the replacement will be a new device of a comparable type.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cancellation policy</td>
<td>You may cancel your optional coverage at any time and receive a prorated refund and/or credit, if any, of your unearned Monthly Subscriber Fee, within the applicable time required by law.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The monthly charge may include fees payable to Sprint and/or Brightstar Device Protection, LLC. For a summary of terms, conditions and limitations of coverage, please refer to pages 46–48. For full terms & conditions visit www.mydeviceprotection.com.

**Advanced Protection Pack is a combination of the Advanced Device Insurance and Advanced Device Service & Support programs. ADI is $7/mo.; ADSS is $6/mo. Advanced Device Insurance is underwritten by Zurich American Insurance Company. Brightstar Agency, LLC (In California DBA eSecuritel Insurance Agency, LLC license #0H08204. In Iowa license #1002035391.) is the licensed agent and Brightstar Device Protection, LLC administers the program. Advanced Device Service & Support is administered by Brightstar Device Protection, LLC.
A lock and key for your data.

Advanced Device Protect is built into Advanced Device Service & Support and Advanced Protection Pack. It protects your mobile life and your private, personal data.

Visit www.mydeviceprotection.com to download and install the Advanced Device Protect app to ensure you’re protected.*

Benefits of Advanced Device Protect include:

Secure my device.
Locate lost or stolen devices with real-time GPS tracking, alarm activation, and remote locking; wipe all personal data from your device if necessary. You can even silently take a snapshot of someone who has stolen your device using CaptureCam.

Back up my data.
Back up and store key data on your device — contacts, pictures, and other media — for future retrieval.

Virus defense.
Help keep potential threats and viruses away with 24/7 antivirus and anti-malware protection.

*Advanced Device Protect availability and features may vary by device. For a summary of terms, conditions and limitations of coverage, please refer to pages 46–48. For full terms & conditions, visit www.mydeviceprotection.com.
Enroll today. Here’s how.

Simply ask a sales rep, log in to your account at Sprint.com, or call 888-211-4727 to enroll. It’s easy to sign up for Advanced Protection Pack, Advanced Device Insurance or Advanced Device Service & Support.

Make sure to enroll within 30 days of activation or upgrade. After 30 days, devices are no longer eligible for enrollment.

Enroll in your plan within 30 days of activation or upgrade.

Once you’re enrolled, download the Advanced Device Protect app at www.mydeviceprotection.com to start protecting your device right away.* You can access Tech Support at the same website or call 844-225-6335.

How to make a claim.

Go to www.mydeviceprotection.com or call Brightstar Device Protection at 844-225-6335. You should report your loss within 60 days of the incident unless additional time is required by state law. Proof of loss may be required. If your device is lost or stolen, contact Sprint immediately at 888-211-4727 to suspend your service.

Here’s what you’ll need:

- Wireless number associated with your tablet
- Sprint PIN (or answer to your secret question)
- Device make/model
- MEID#
- Credit/debit card information for deductible (if applicable)
- Date of device purchase
- Shipping address

What’s next?

Once your claim is approved, a non-refundable deductible, when applicable, will be collected from you by credit card or debit card.

If the claim is for mechanical or electrical breakdown, an expedited claims process will be provided during the manufacturer’s warranty. If the claim involves a damaged or malfunctioning device, you will be provided with detailed instructions on how to return the device.

*Data Protection features and their availability may vary by device. For a summary of terms, conditions and limitations of coverage, please refer to pages 46–48. For full terms & conditions, visit www.mydeviceprotection.com.
Duplication of coverage

Advanced Device Insurance may provide a duplication of coverage already provided by your personal auto insurance policy, renter's insurance policy, homeowner's insurance policy, personal liability insurance policy or other source of coverage.

Optional coverage

Advanced Protection Pack, Advanced Device Insurance, and Advanced Service & Support are optional coverage that you are not required to purchase in order to purchase or lease services or equipment. You may cancel your coverage at any time by calling 888-211-4727 and receive a prorated refund and/or credit, if any, of your unearned Monthly Subscriber Fee within the applicable time frame required by law.

Associate qualifications

Unless otherwise licensed, Sprint sales reps are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Zurich American Insurance Company's licensed agent, Brightstar Agency, LLC at 844-225-6335.

Customer support

Brightstar Device Protection strives to satisfy every customer and asks that you allow them the opportunity to resolve any question or concern you may have by calling 844-225-6335. For residents of California, the California Department of Insurance is 800-927-HELP (4357). For residents of Maryland, the Maryland Insurance Administration is 800-492-6116. For residents of Indiana, the Indiana Department of Insurance is 800-622-4461.

Digital communications: If you have or in the future provide your email or other electronic address to Sprint, Brightstar Device Protection or its partners involved in administering this program, Brightstar Device Protection may communicate program information and legal notices with you through electronic means to the last address Brightstar Device Protection has on file.

All applicable taxes and surcharges extra. Programs may be modified at any time. For the most up-to-date terms, please visit www.mydeviceprotection.com.

THE SERVICE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE ARBITRATION SECTION OF THE ADSS CONTRACT.
Detailed terms and conditions.

Equipment Replacement Program (Insurance portion of TEP and TEP Plus).

Terms and conditions

Continental Casualty Company
Chicago, Illinois

Commercial Inland Marine
Communications Equipment
Coverage Certificate

Some provisions in this Coverage Certificate ("Certificate") restrict coverage. Read this entire Certificate carefully. It sets forth each party’s rights and duties and what is and is not covered.

In this Certificate, the words "you" and "your" refer to the “Insured Subscribers." The words "we", "us" and "our" refer to Continental Casualty Company, a CNA Company ("CNA"), the Illinois stock insurance company providing this insurance.

In this Certificate, the words “Authorized Representative” and “Asurion” refers to Asurion Protection Services, LLC except as follows: In California, Asurion Protection Services, LLC does business as Asurion Protection Services Insurance Agency, LLC (CA license #: OD63161). In Puerto Rico, “Asurion” refers to Asurion Protection Services of Puerto Rico, Inc.

Other capitalized words and phrases have special meaning. Refer to Section IX, DEFINITIONS.

A copy of the policy under which this Certificate is issued is available for your inspection.

I. COVERAGE.

Subject to all of the terms, conditions, exclusions, and limits of insurance contained in this Certificate, we agree to provide the insurance as stated in this Certificate on a month to month basis, provided that any Loss (as defined in Section IX, DEFINITIONS) to the Covered Property occurs while your coverage is in effect.

Information About Your Coverage

With regard to all enrollment requests the coverage specified in this Certificate begins at 12:01 a.m. of the date of such request. The information pertaining to your communication equipment coverage included in your receipt, invoice, or other documentation from your Service Provider is incorporated by reference in this Certificate and specifically includes the name and address of the Insured Subscriber and information to determine the effective date of coverage (See Section I.E).

A. WHAT WE INSURE.

We insure your Covered Property (as defined in Section IX, DEFINITIONS), for Loss as long as it remains eligible for coverage. In the event of a Loss, our obligation under this Certificate is to repair or replace, at our sole option, your Covered Property. This insurance is primary over any other insurance you may have.

B. COVERAGE PLAN

We cover your Covered Property for the following cause(s) of loss:

i) Physical damage.

ii) Theft, or loss by mysterious disappearance or other unintentional permanent loss of possession.
C. PROPERTY NOT COVERED.
The following are not covered:
1. Any property or equipment that is not Covered Property.
2. Contraband or property in the course of illegal transportation or trade.
3. Property in transit to you from a manufacturer or seller that is not the Authorized Service Facility.
4. Data, Nonstandard External Media, and Nonstandard Software.
5. Covered Accessories will only be covered when they are part of a Loss to Covered Property other than Covered Accessories.
6. Any wireless device whose unique identification number (IMEI or ESN, etc.) has been altered, defaced or removed.

D. PAYMENT OF PREMIUMS.
You will be charged the monthly premium corresponding to the equipment category of your Covered Property associated with your enrolled Wireless Number as shown in the schedule below.

<table>
<thead>
<tr>
<th>Equipment Category</th>
<th>Monthly Premium Per Enrolled Wireless Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Tiers 1 and 2</td>
<td>ERP Premium is included in the TEP or TEP PLUS monthly charge</td>
</tr>
<tr>
<td>Equipment Tiers 3, 4, 5 and 6</td>
<td>ERP Premium is included in the TEP or TEP PLUS monthly charge</td>
</tr>
</tbody>
</table>

E. WHEN COVERAGE IS EFFECTIVE.
All coverage is effective at 12:01 A.M. on the effective date of coverage as stated herein.
Your coverage under this Certificate begins upon our approval. Upon our approval, coverage is retroactive to the date of the submission of your request for enrollment. We or our Authorized Representative will notify you within thirty (30) days if your request is not approved.

II. EXCLUSIONS.
Losses and causes of loss excluded below are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for any losses, or for any losses directly or indirectly caused by or resulting from any of the events, conditions or causes of loss identified below:
A. Indirect or consequential Loss, including loss of use; interruption of business, loss of market, loss of service, loss of profit, inconvenience or delay in repairing or replacing lost or damaged Covered Property.
B. Loss due to the intentional parting with Covered Property by you or anyone entrusted with the Covered Property.
C. Loss due to intentional, dishonest, fraudulent or criminal acts by you or your family members; any of your authorized representatives or anyone you entrust with the property and any of their family members; or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
D. Loss due to obsolescence, including technological obsolescence or depreciation in the value of the Covered Property.
E. Loss caused by or resulting from any cosmetic damage to Covered Property, however caused that does not affect the function of the Covered Property. Such excluded types of loss include, but are not limited to, scratches, marring, cracks, and changes or enhancement in color, texture, or finish that occur to Covered Property that do not affect the function of the Covered Property.
F. Loss caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for loss to the Covered Property resulting from ensuing fire or explosion.
G. Loss caused by or resulting from unauthorized repair or replacement.
H. Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants.
I. Loss caused by abuse of the Covered Property or resulting from use of the Covered Property in a manner for which it was not designed or intended by the manufacturer, or any act that voids the manufacturer’s warranty.

J. Loss caused by or resulting from failure to follow the manufacturer’s installation, operation or maintenance instructions.

K. Loss caused by or resulting from error or omission in design, programming, or system configuration of the Covered Property, or manufacturer’s recall.

L. Loss due to Mechanical or Electrical Failure.

M. Loss or damage to or of batteries (unless otherwise covered as a Covered Accessory when part of a Loss to other Covered Property).

N. Loss caused by or resulting from any Malware.

O. Loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused. However, if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the resulting Loss caused by such fire.

P. Loss caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these.

Q. Loss caused by or resulting from Governmental action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

R. Loss or damage to or of Data, Nonstandard External Media, and Nonstandard Software.

S. Loss caused by or resulting from failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

III. LIMITS OF LIABILITY.

A. PER OCCURRENCE LIMITS.

The most we will spend, in any one occurrence, to replace or repair Covered Property due to a Loss is $1,500. For any one Loss, we will not pay for replacement equipment having retail value of, or for repair costs that are, more than the limit, less the applicable deductible set forth in Section IV.

B. AGGREGATE LIMITS.

A maximum of three (3) replacements or repairs of Covered Property will be allowed per Wireless Number in any one twelve (12) month period, including Losses incurred under this Certificate or any prior consecutive certificate issued by us.

In any case, the twelve month period is calculated based on the Date of Replacement for each covered Loss.

IV. DEDUCTIBLE.

A non-refundable deductible, as set forth in the schedule below, is payable at the time a replacement or repair is approved by us for each replacement or repair based on the equipment category of the equipment being replaced or repaired.

The applicable deductibles are set forth in the deductible schedule below:

### Deductibles Applicable to Each Replacement

<table>
<thead>
<tr>
<th>Equipment Tier 1</th>
<th>Equipment Tiers 2 and 3</th>
<th>Equipment Tier 4</th>
<th>Equipment Tier 5</th>
<th>Equipment Tier 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$50</td>
<td>$100</td>
<td>$150</td>
<td>$200</td>
</tr>
</tbody>
</table>

### Deductibles Applicable to Each Repair

<table>
<thead>
<tr>
<th>Equipment Tier 1</th>
<th>Equipment Tiers 2 and 3</th>
<th>Equipment Tier 4</th>
<th>Equipment Tier 5</th>
<th>Equipment Tier 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$25</td>
<td>$50</td>
<td>$75</td>
<td>$100</td>
</tr>
</tbody>
</table>

**NOTE:** An additional non-returned equipment charge may apply (See Section VI.F) for causes other than loss or theft if you fail to return the Covered Property as directed at the time of Loss.
V. CONDITIONS IN THE EVENT OF LOSS.
Subject to the terms and conditions set forth in this Certificate, we will make good any Loss covered under this Certificate.

A. In the event of a Loss, we will arrange for the replacement, or at our sole option, the repair, of the Covered Property through the Authorized Service Facility.

B. An Insured Subscriber will not be entitled to receive cash, though we may elect to provide a cash settlement of the cost to replace the Covered Property, in lieu of actual replacement or repair of the Covered Property.

C. At our option, we may repair the Covered Property with substitute parts or provide substitute equipment that:
   1. Is of like kind and quality;
   2. Is either new or refurbished, and may contain original or non-original manufacturer parts; and
   3. May be a different brand, model or color.

D. Replacement equipment will be approved equipment for use on the network of the Service Provider and in the same equipment category as the Covered Property at the time of Loss.

E. Equipment failure evaluation performed by the Service Provider and/or our Authorized Representative and/or the manufacturer may be required at our option prior to approval of your request for repair or replacement of the Covered Property.

VI. DUTIES IN THE EVENT OF A LOSS.

A. In the event that your Covered Property is lost or stolen, you must notify your wireless service provider as soon as possible to suspend service.

B. If a claim involves a violation of law or any loss of possession, you agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.

C. You must report the Loss promptly to our Authorized Representative not later than sixty (60) days from the Date of Loss. If you do not report the Loss within sixty (60) days, you will have forfeited your claim. You must submit all claims through our Authorized Representative for our approval prior to repair or the delivery of replacement equipment. Any claims that are not submitted through our Authorized Representative for our approval will not be honored and fulfilled.

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

E. You may be required to provide us with a detailed written proof of Loss statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the Loss is reported and prior to repair or receipt of replacement equipment. In the event of a Loss, you may be required to provide a copy of the original bill of sale. You may also be required to present, or provide a photocopy of, a government issued photo I.D.

F. If the cause of Loss is not loss or theft, you must keep the Covered Property until your claim is completed. If we replace the Covered Property, we may require you to return it to us at our expense. If we so direct, you must return the Covered Property to us in the return mailer we provide within ten (10) days or pay the non-returned equipment charge applicable to the model of Covered Property that suffered the Loss. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PROPERTY AS DIRECTED.

G. In the event of a Loss, you must permit us to inspect the property and records proving the Loss. You must cooperate in the investigation of such claim. If requested, you must permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed and may be recorded.

H. You must provide our Authorized Representative with all of the necessary information required to approve your claim for replacement or repair of the Covered Property within sixty (60) days of the date that you report your Loss to us. Your failure to take delivery of repaired or replacement equipment within sixty (60) days of our claim approval will result in forfeiture of the repaired or replacement equipment and your claim under this Certificate.

I. In the event of a Loss, you must satisfy the nonrefundable deductible applicable to the Loss.

J. In the event we arrange for the repair of your Covered Property, you may be required to mail or deliver your Covered Property for repair as directed by us.

VII. ELIGIBILITY AND CANCELLATION.

A. Cancellation Provisions.
   1. You may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. You may send your written notice to our Authorized Representative as follows: Asurion Customer Care Center, P.O. Box 416105, Kansas City, MO 64141-1605.
   2. The Service Provider may cancel coverage under this Certificate by mailing or delivering to us advance written notice stating when such cancellation is effective. We, or the Service Provider on our behalf, will mail or deliver written notice to you
advising you of the cancellation of this Certificate. The written notice may be mailed or delivered to you at least thirty (30) days prior to the cancellation, or other longer period as required by law.

3. We may cancel this Certificate or change the terms and conditions only upon providing you with at least thirty (30) days notice, or other longer period as required by law, unless we cancel for the following reasons:

(a) We may cancel your coverage under this Certificate upon fifteen (15) days notice, or other longer period as required by law, for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.

(b) We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, for nonpayment of premium.

(c) We may cancel your coverage under this Certificate immediately, or by providing additional notification time as required by law, if:

1. You cease to have active service with the Service Provider; or,

2. You exhaust the aggregate limit of liability, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) calendar days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until we send notice of cancellation to you.

NOTE: If you are cancelled under Section VII.A.3.(c)(2) you will remain ineligible for a period of twelve (12) months from the date of cancellation.

B. How Notice of Cancellation is Provided.

1. Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason for cancellation and the effective date of cancellation. The coverage will end on that date.

2. Notices may be mailed or delivered to the Service Provider at its last known mailing address. Notices may be mailed or delivered to you at your last known mailing or electronic addresses on file with us.

3. We or the Service Provider shall maintain proof of mailing in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service. We or the Service Provider may comply with Sections A.2 or 3 by providing such notice or correspondence by electronic means. If accomplished through electronic means, we or the Service Provider shall maintain proof that the notice or correspondence was sent.

4. If coverage under this Certificate is cancelled, you will be refunded any unearned premium due on a pro rata basis.

C. To be and remain eligible for coverage:

1. You must have activated communications service directly with your Service Provider and be a valid, active and current subscriber of your Service Provider to be covered under the policy. Covered Property must be actively registered on the Service Provider’s network on the Date of Loss and have logged airtime prior to the Date of Loss.

2. The Covered Property must be designated by us and eligible for coverage under this Certificate. Eligibility may be limited to new equipment that has not been previously activated for service.

3. You must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.

4. You must not have exhausted the benefits available under a CNA coverage certificate issued through your Service Provider by exhausting the Aggregate Limit. (See Section III.B).

5. You must not be in breach of any material term of this Certificate, including, but not limited to: Failure to return damaged Covered Property when requested in conjunction with a Loss; or, failure to satisfy the required deductible on a Loss.

D. You are responsible for the payment of all premiums, per the terms of this Certificate.

E. The insurance provided under this Certificate is provided on a month-to-month term basis unless: you cease to be a valid, active and current subscriber of your Service Provider; or you or your Covered Property cease to be eligible for coverage.

VIII. ADDITIONAL CONDITIONS.

A. All claims for Loss under this Certificate will be made good within thirty (30) days after presentation and acceptance of satisfactory proof of interest and Loss to our Authorized Representative and satisfaction by you of your Duties in the Event of a Loss.

B. If we and you disagree on the value of the Covered Property or the amount or satisfaction of Loss, either may elect arbitration pursuant to Section VIII.G. below.

C. Any recovery or salvage on a Loss will accrue entirely to our benefit until the expense incurred by us has been made up. Upon our request, you will return to us any damaged
equipment. All Covered Property which we replace is the property of CNA and may be disabled, destroyed, or reused. We will not provide replacement equipment if you are in breach of the terms of this Certificate due to: failure to return damaged Covered Property when requested in conjunction with a prior Loss; or, due to your failure to satisfy the non-
returned equipment charge or deductible on a prior Loss.

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

E. If any Insured Subscriber to or for whom we honor a claim under this Certificate has rights to recover damages from another, those rights are transferred to us. That Insured Subscriber must do everything necessary to secure our rights and must do nothing after a Loss to impair them; but you may waive your rights against another party in writing:

1. Prior to a Loss.
2. After a Loss, only if, at time of Loss, that party is one of the following:
   a. Someone covered under this Certificate;
   b. A business firm;
      i. Owned or controlled by the Insured Subscriber; or
      ii. That owns or controls the Insured Subscriber; or
   c. The Insured Subscriber’s tenant.
   This will not restrict the Insured Subscriber’s coverage.

F. Concealment, Misrepresentation or Fraud

Your coverage will be cancelled and any claim may be denied in the event of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

Your coverage will be cancelled and any claim may be denied if you:

1. The Covered Property;
2. Your interest in the Covered Property; or
3. A claim under this Certificate.

G. ARBITRATION AGREEMENT. Please read this Arbitration Agreement provision of this Certificate (Arbitration Agreement) carefully. It affects your rights. Most of your concerns about this Certificate can be addressed simply by contacting our Authorized Representative at 1-800-584-3666. In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY, YOU AND WE AGREE: (1) TO WAIVE OUR RIGHTS TO A TRIAL BY JURY, AND (2) NOT TO PARTICIPATE IN ANY CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this Arbitration Agreement, references to “we” and “us” include our Authorized Representative, Continental Casualty Company, Service Provider and their respective parents, subsidiaries, affiliates, agents, employees, successors and assigns. This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Certificate. This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to this contract or program or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Certificate was entered into by you and us or that arises after this Arbitration Agreement or Certificate is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. Initiating an arbitration proceeding with the American Arbitration Association (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

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The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration proceeding will take place in the county or parish of your billing address. If your dispute is for $10,000 or less, you may choose to conduct the arbitration proceeding either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than $10,000, the right to arbitration proceeding will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, 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 payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the 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 us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or $7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration proceedings or, upon request, within 14 days of the arbitrator’s written decision. 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. Although we may have the right to applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

H. No one may bring legal action, including arbitration, against us under this Certificate unless:
1. There has been full compliance with all terms of this Certificate; and
2. The action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after you first have knowledge of the Loss or other events that are the basis of the action.
I. The coverage territory is worldwide but the cost of replacement or repair will be valued in U.S. currency at the time of replacement or repair. We will ship approved replacement equipment or repaired equipment directly to you within the United States and its territories or require you to pick it up at an Authorized Service Facility.
J. If you have a Loss to Covered Property that is part of a pair or set, we will only cover a reasonable and fair proportion of the total value of the pair or set.
K. We may make available to you other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; equipment service and maintenance; technical support; reduced cost upgrade or purchase benefits or other services provided through your Service Provider or any Authorized Service Facilities.
L. We agree that any terms of this Certificate not in conformity with applicable law are deemed to comply with such law. If any portion of this Certificate is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Certificate.
M. This Certificate contains the entire agreement between you and us concerning the Covered Property where available. This Certificate’s terms can be amended or waived only by issuance of a new Certificate, or endorsement issued by us and made a part of this Certificate.
N. We retain the right to revise this Certificate at any time and adjust the coverage terms, including the deductible. In the event of any material change in the coverage terms, you will be provided advance written notice of such changes. You may cancel coverage at any time without penalty, but if you continue to pay premiums after a change in coverage terms, you will be bound by such change.
O. If we adopt any revisions to the policy which would broaden the coverage under this Certificate without additional premium while this coverage is in effect, the broadened coverage will immediately apply to this Certificate.
P. It is important that you back up all Data and software files because this Certificate does not cover Loss or damage to your Data or Nonstandard Software and repairs to your Covered Property may result in the deletion of such Data or software. IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON COVERED PROPERTY.
WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM, WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES.

IX. DEFINITIONS.

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


C. “Covered Accessories” as used in this Certificate means: if part of the covered Loss, one standard battery, one standard charger, and one Subscriber Identification Module (SIM) Card.

D. “Covered Property” as used in this Certificate means:
   a. one Sprint wireless phone or device, or
   b. one Sprint wireless data card,
   as applicable, designated by us as eligible for coverage under this Certificate, owned or leased by you and actively registered, at the time of Loss, on the Service Provider’s network for the enrolled Sprint wireless phone number, and for which airtime has been logged after your enrollment for coverage under this Certificate. Eligibility for enrollment after Initial Activation may be subject to limitation. Covered Property is limited to one Sprint wireless data card or, as applicable, one Sprint wireless phone or device and its Covered Accessories, per replacement. Proof of purchase of the Covered Property may be required as a condition of replacement.

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

F. “Date of Loss” is the date on which a Loss to the Covered Property occurs.

G. “Date of Replacement” is the date on which replacement or repaired equipment is shipped to you, or the date on which you pick up the replacement or repaired equipment at an Authorized Service Facility, as a result of a covered Loss.

H. “Initial Activation” means: the time of initial activation of the Service Provider’s service for the Covered Property.

I. “Insured Subscriber” or “Insured Subscribers” means: The account holder(s) of the Service Provider meeting the following conditions:
   i)  Who have been enrolled in and accepted for coverage under this Certificate.
   ii)  Who have a complete description of their Covered Property on file with us or our Authorized Representative.
   iii)  Who have paid all premiums payable with respect to their Covered Property before any claimed Date of Loss.

J. “Loss” and “Losses” means: a covered loss as provided in Section I.B. Coverage Plans.

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

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

M. “Non-Covered Accessories” as used in this Certificate means: All accessories not included in the definition of Covered Accessories.

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

O. “Nonstandard Software” means software, other than Standard Software.

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

Q. “Service Provider” means: Sprint or one of its affiliates

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

S. “Standard Software” means the operating system pre-loaded on or included as standard with the Covered Property from the manufacturer.
T. “Wireless Number” or “Wireless Numbers” means: The mobile telephone or data line(s) or number(s) assigned by the Service Provider to you.

X. STATE CHANGES.

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

A. STATE CHANGES – Section VIII.G. ARBITRATION AGREEMENT is amended as follows:

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

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

B. STATE CHANGES — MISCELLANEOUS

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

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

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

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

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

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

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

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

Iowa: The second sentence in Section VII.A.3.(c)(2) is amended as follows: However, if notice is not timely sent, enrollment shall continue notwithstanding the aggregate limit of liability until thirty (30) days from the date notice of cancellation is sent to you.

Kansas: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (ii) The first sentence of Section VIII.F. is amended as follows: Your coverage will be cancelled and any claim may be denied in the event you knowingly and with the intent to defraud, conceal or misrepresent any material fact in a statement or written statement, at any time, concerning:. (iii) NOTE “B” below is amended to include a statement or written statement of claim or an application. (iv) The fourth sentence of Section VIII. G is amended as follows: In the unlikely event we cannot resolve any disputes, including
any claims under this Certificate, that you or we may have, YOU AND WE MAY VOLUNTARILY
AGREE AFTER THE DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING
ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL
JURISDICTION.

Kentucky: The last sentence of the first paragraph under Section X. A. is deleted in its entirety.

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

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

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

Montana: (i) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this
Certificate for nonpayment of premium by providing you with at least ten (10) days notice
of cancellation. (ii) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE MAY VOLUNTARILY AGREE AFTER THE
DISPUTE ARISES TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL
CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION.

Nebraska: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel
this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation.

New York: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel
this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least ten (10) days notice of cancellation. (iii) Section VII.A.3.(a) “Fifteen (15) days” is amended to “ten (10) days”.

North Dakota: (i) The first paragraph of Section VII.A.3. is replaced by the following: we may
change the terms and conditions of this Certificate only upon providing you with at least thirty (30) days notice, or other longer period as required by law. (ii) Subsections 3(a)-(b) of Section VII.A. A. are deleted and replaced by the following: (a) if this Certificate has been in effect for less than 90 days, we may cancel your coverage for any reason by mailing or delivering written notice to you at least 10 days before the effective date of cancellation or 30 days notice for fraud or misrepresentation. (b) if this Certificate has been in effect for 90 days or more, we may cancel for one or more of the following reasons: 1. Nonpayment of premiums with 10 days notice of cancellation; 2. Misrepresentation or fraud made by you or with your knowledge in obtaining coverage or in pursuing a claim; 3. Your actions that have substantially increased or changed the risk insured; 4. Substantial change in the risk assumed unless reasonably foreseen; 5. Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured; or 7. A determination by the insurance commissioner that the continuation of the policy is in violation of the law. For reasons 2.-7. we will provide 30 days notice of cancellation. (iii) The following paragraph is added to Section VIII. ADDITIONAL CONDITIONS: Q. We will mail or deliver a notice of nonrenewal to you at least 60 days prior to the expiration of coverage. The notice will state our reason for nonrenewal. We will mail or deliver our notice to your last known mailing or electronic address. We will not mail or deliver notice if you have obtained substantially similar coverage from another insurer without any lapse of coverage.

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

Oklahoma: VIII.G. Arbitration Agreement is amended to include the following additional language: If an arbitration decision is not issued within three months of the demand for arbitration, the Insured Subscriber, provided they are not the cause of the delay, may elect to proceed in court. WARNING: Any person who knowingly, and with intent to injure, defraud CIM-CE-Cert-2.0 (Ed. 08-13) V. SPT–6
or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false incomplete or misleading information is guilty of a felony.

Oregon: (i) NOTE “B” below does not apply. (ii) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least fifteen (15) days notice of cancellation. (iv) The following is added to Section VII.G. Arbitration Agreement: Any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us advance notice stating when such cancellation is effective. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this arbitration provision. Any arbitration occurring under this Certificate shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

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

Puerto Rico: (i) Section VII.A.3. is amended to provide at least sixty (60) days notice if we cancel this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (ii) Section VII.A.3.(a) “Fifteen (15) days” is amended to “thirty (30) days”. (iii) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least twenty (20) days notice of cancellation.

United States Virgin Islands: (i) The fourth sentence of Section VIII. G. is amended as follows: In the unlikely event we cannot resolve any disputes, including any claims under this Certificate, that you or we may have, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR AN INDIVIDUAL ACTION IN A COURT OF LAW THAT HAS JURISDICTION OVER THE DISPUTE. (ii) The second sentence in the third paragraph of Section VIII. G. is amended as follows: Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in a court of law that has jurisdiction over the dispute or from informing any federal, state or local agencies or entities of your dispute. (iii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: “This Certificate evidences a transaction in interstate commerce; accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.” (iv) Section VIII. H. 2. is deleted and replaced with the following: The action is brought within one (1) year after you first have knowledge of the Loss or other events that are the basis of the action.

Utah: Section VII.A.3.(a) “Fifteen (15) days” is amended to “thirty (30) days”.

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

Washington: (i) The first paragraph of Section II. EXCLUSIONS, is deleted and replaced in its entirety by the following: We will not pay for Loss caused directly or indirectly by any of the above excluded causes of Loss, and such Loss is excluded regardless of any other cause and whether it is a separate or contributing cause of Loss if the loss or damage that event initiates the sequence of events that result in a Loss. (ii) The first sentence of Section VII.A.1. is amended as follows: You may cancel coverage under this Certificate by mailing or delivering to us advance notice stating when such cancellation is effective. (iii) Section VII.A.3. is amended to provide at least thirty (30) days notice if we cancel or nonrenew this Certificate or change the terms and conditions unless we cancel for other reasons set forth in this Certificate. (iv) Section VII.A.3.(b) is amended as follows: We may cancel your coverage under this Certificate for nonpayment of premium by providing you with at least thirty (30) days notice of cancellation. (v) The following is added to Section VII.A.3: We retain the right to revise this Certificate at any time, provided that we will not increase the premium or the deductible or restrict coverage more than once in any six month period. (vi) Section VII.B.1. is amended as follows: Notices made pursuant to Sections A. 2 or 3 shall be in writing and include the actual reason and effective date of cancellation or nonrenewal. The coverage will end on that date. (vii) The first sentence of Section X. A. is amended as follows: any award rendered in accordance with the arbitration provisions herein shall constitute a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. (viii) The following sentence is deleted from Section VIII.G. Arbitration Agreement: This Certificate evidences a transaction in interstate commerce; CIM-CE-Cert-2.0 (Ed. 08-13) V. SPT–6
accordingly, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

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

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

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

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

Asurion Customer Care Center
Post Office Box 416605
Kansas City, MO 64141-1605
1-800-584-3666

Equipment Service & Repair Program Contract
(Service contract portion of TEP and TEP Plus).

Program Providers*:
Sprint
Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services of Puerto Rico, Inc.

For service, visit a Sprint Phone Repair Center
To find one, visit sprint.com/storelocator or call Sprint Customer Care at 800-639-6111
You can write to Us at
ESRP Consumer Services
Sprint
400 Butler Farm Rd.
Hampton, VA 23666

*As used in this Contract, “We”, “Us”, and “Our” means the provider obligated under this Contract as follows: If this Contract is purchased in Alabama, Arkansas, Colorado, Hawaii, Indiana, Kentucky, Maine, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, Oregon, South Carolina, Texas, Vermont, Washington, Wisconsin, or Wyoming, Asurion Warranty Protection Services, LLC; if purchased in Florida, Asurion Warranty Protection Services of Florida, LLC; if purchased in Puerto Rico, Asurion Warranty Protection Service of Puerto Rico, Inc.; and if purchased in any other jurisdiction, Sprint. “You” and “Your” means the Person who purchased this Contract. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of Sprint at the time of purchase.

Terms & Conditions

Equipment Service and Repair Program
These Contract terms and conditions together with Your monthly bill (“Bill”) from Sprint (the “Contract”) govern the Program, so You should keep this Contract for future reference. Your Sprint wireless telephone number for the Covered Equipment is Your Contract number.

Agreement. You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time upon at least 30 days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our discretion. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Sprint. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the section in this Contract regarding cancellation.

Definitions.
1> “Sprint” means Sprint Spectrum, L.P. and any successors. You can write to us at ESRP Consumer Services, Sprint, 400 Butler Farm Rd., Hampton, VA 23666 or call 1-800-639-6111. 2> “Asurion” means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions. You can write to Asurion at Post Office Box 061078, Chicago, IL 60606-1078 or call 1-800-584-3666. 3> “Covered Equipment” means one Designated Wireless Device. 4> “Designated
Wireless Device" means the Eligible Wireless Product which is activated for wireless telecommunications service for the enrolled Sprint wireless telephone number on Your account with Sprint on the date the Operational Failure of the Eligible Wireless Product occurs and for which air time has been logged by Sprint as identified by Electronic Serial Number (ESN) or Mobile Equipment Identification Number (MEID) for CDMA devices and SIM card.

6> “Eligible Wireless Product” means a wireless product that We have designated as eligible for coverage under the Program. The "Eligible Wireless Product" means failure of the Designated Wireless Device to operate due to operational, mechanical, or structural failure from defects in materials or workmanship and normal wear and tear.

7> “Replacement Equipment” means the wireless device of comparable kind and quality to the Designated Wireless Device which We provide to You in the event of a covered Operational Failure of the Designated Wireless Device. 8> “Date Issued” means the effective date of coverage which is the date charges for the Program first apply as shown on Your Bill. 9> The “Program” means the Equipment Service and Repair Program described in this service Contract.

10> “Sprint Phone Repair Center” means a location designated by Us as authorized to provide repairs or Replacement Equipment.

What is Covered. If the Designated Wireless Device fails due to an Operational Failure, We will repair it, or, at our sole option, replace it with a device of comparable kind and quality. If failure occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure of the Designated Wireless Device, We will provide a new or refurbished replacement battery, charger, or, at our sole option, one standard battery, one standard charger, or one Subscriber Identification Module (SIM) Card, as applicable.

Visit a Sprint Phone Repair Center for service. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished, in Our sole discretion. The wireless device included with the Replacement Equipment immediately becomes the Designated Wireless Device. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace.

Contract Period. Your coverage begins on the Date Issued and continues from month to month until terminated by You or by Us. We may elect not to renew the Program upon 30 days written notice to You.

Charges. You will be billed once each month on Your Bill from Sprint. Applicable non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Equipment. If We do not receive full payment on the due date shown on the Bill, a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less, may be charged. A charge may also be assessed for returned checks.

What is not Covered.

The Program does not cover:

1> Controllable or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us;

3> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to You from anyone other than Us; 3> Consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on approved claims for replacement of the Designated Wireless Device if the battery has also failed); 4> Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Designated Wireless Device if the charger has also failed); or 5> Any accessories, (except as otherwise provided with respect to batteries and battery chargers), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

To Obtain Service. In the event of an Operational Failure of a Designated Wireless Device, or to obtain routine walk in service as available in Sprint Phone Repair Centers, visit a Sprint Phone Repair Center for service. To obtain service, go under the Program. 6> “Operational Failure” means failure of the Designated Wireless Device to operate due to operational, mechanical, or structural failure from defects in materials or workmanship and normal wear and tear.

Claim Service Fee. There is no claim service fee for the first and second covered claims in any consecutive 12 month period. A non-refundable claim service fee of $25 is applicable to three (3) or more covered claims in any consecutive 12 month period and payable at the time of service for every covered claim for Operational Failure.

Return of Replaced Equipment/Non-return Charge. Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered SPTNX v. 1 (Rev. 04/16)
Equipment at the Sprint Phone Repair Center or, We may require You to return the Covered Equipment to us at our expense in the return mailer we provide within ten (10) days. You must return the Covered Equipment as directed by Us, or pay the non-returned equipment charge. Replacement Equipment model of Covered Equipment that YOU AND WE AGREE TO SIMPLY RETURN THE COVERED EQUIPMENT AS DIRECTED.

Charge for Non-Covered Claims. If We ship you Replacement Equipment, We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Designated Wireless Device did not suffer an Operational Failure covered by the Program. The non-covered claim charge applicable to the model of Replacement Equipment We provided will be applied to Your Bill unless You return the Replacement Equipment, in good working order, at Your cost of shipping within fifteen (15) days of notification. If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment and a $15 shipping and restocking charge will be included on your Bill.

Cancellation. You may cancel this Contract within 30 days from Your receipt of this Contract (the First 30 days), by notifying Sprint. You will then receive a refund or credit on Your Bill for the full Contract price paid unless You had a covered claim during the First 30 days. In the event You had a covered claim during the First 30 days, your refund will be the greater of the full Contract Price paid less the cost of any covered claim or 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time. You may also cancel this Contract at any other time by providing notice to Sprint. This Contract may be cancelled by You or by Us for any reason at any time. If You or We cancel this Contract, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time. For residents of Alabama, Arkansas, California, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Wisconsin and Wyoming, any refund owed and not paid or credited within 30 days of cancellation shall include a 10% penalty per month. If You fail to make any monthly payment for this Contract or any charge provided for in this Contract, coverage will cease on the date the payment was due. In the event We cancel this Contract, We shall provide You with a written notice at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. You may cancel this Contract by providing written notice at least thirty (30) days prior to the effective date of cancellation, suspension, interruption, or discontinuation of Your wireless product service with Sprint for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

Limitation of Liability. In the event of any error, omission or failure by Asurion or Sprint with respect to the Program or the services provided by Asurion or Sprint hereunder, Asurion and Sprint’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES PAID BY YOU FOR THE PROGRAM). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURES TO PERFORM UNDER THIS CONTRACT. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT SHALL Asurion OR SPRINT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR SPRINT HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITIES OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR Asurion OR SPRINT PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER by Asurion and Sprint, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Arbitration Agreement. Please read this Arbitration Agreement carefully. It affects Your rights. Most of Your concerns about the Program or this Contract can be addressed simply by contacting Us. But arbitration is often a better way to resolve a dispute quickly, cheaply and fairly without giving each side a “trial by jury” or going through the expense and delays of a courtroom trial. Under this Agreement, You and We both give up the right to litigate a dispute in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. For the purpose of this Arbitration Agreement, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. If You or We cancel this Contract, We will return to You Your original Covered Equipment and a $15 shipping and restocking charge will be included on Your Bill.

YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. For the purpose of this Arbitration Agreement, references to “We” and “Us” include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. You and We agree that any dispute: (1) arising out of or relating in any way to the Program or to this Contract or to the relationship between You and Us, or (2) that arises from or relates to an initial transaction between You and Us, or (3) that currently is the subject of purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude You from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim
("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. Attn: Customer Arbitration. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within 30 days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notice that You have initiated arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. Attn: Customer Arbitration. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879. The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for $10,000 or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than $10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, 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 payment of such fees shall be governed by the Arbitration Rules. At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator awards You more than the arbitrator finds the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or $7,500, whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute with Us. You and We agree that neither party will be able to recover attorney fees and expenses directly from the other party, but that the arbitrator may award any attorney fees and expenses reasonably incurred during the arbitration hearing to the prevailing party. The arbitrator may award any other relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. You may disagree with any decision and appeal to a court. You will be bound by the arbitrator's decision, unless You and We agree otherwise. The arbitrator will be bound by the Sprint Subscriber Agreement and Terms and Conditions of service to which you have already agreed as a Sprint subscriber. For your convenience, Sprint’s Terms and Conditions of service can be viewed online by going to www.sprint.com or you may contact a Sprint customer service representative to request a copy. Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Contract and the Program immediately. Prohibitions on Transfer and Abuse of the Program. This Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made a Designated Wireless Device. We may cancel the Program and the Contract and the Program immediately if You provide a Designated Wireless Device that is not an original Wireless Device or the replacement of a wireless device not belonging to You, may result in termination of the Program upon notice. Insurance. This Contract is not an insurance policy. Under this contract, Asurion's obligations to purchasers in Alabama, Arkansas, Colorado, Florida, Hawaii, Indiana, Kentucky, Maine, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, Oregon, Puerto Rico, South Carolina, Texas, Vermont, Washington, Wisconsin, and Wyoming and Sprint's obligations to purchasers in California and Oklahoma are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wacker Drive, Chicago, Illinois 60604. This insurance does not apply to Contracts purchased in any other jurisdiction. If You purchased this contract in one of these listed jurisdictions and We fail to act on Your claim within 60 days, You may contact Continental Casualy Company directly at 1-800-831-4262. Waiver. No waiver in whole or in part of any term or condition of this Contract shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service SPNTEX v.1 (Rev. 04/16)
fee for Covered Equipment. We will post the current claim service fee schedule at sprint.com/deviceprotection, or you can ask for the current fee at any Sprint store or by calling 1-800-639-6111.

Full Faith and Credit. Obligations of Sprint under this service Contract are backed by the full faith and credit of Sprint. You may contact Sprint at 1-800-639-6111.

Terms and conditions vary for Sprint customers purchasing in some jurisdictions as set forth in this Contract. This Program may not be available in all states.

State specific provisions:

In California: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. The requirements of the Arbitration Agreement provision in this Contract do not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5001, or you may write to Department of Consumer Affairs, 4244 South Market Court, Suite D, Sacramento, California 95834, or you may visit their website at www.bear.ca.gov.

In Connecticut: The term of this Contract will be automatically extended for the period during which the Covered Equipment is in the custody of a service center for repair.

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

In Georgia: This is not a contract of insurance. The provider of this agreement has obtained a surety bond from Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183. Should we fail to pay a claim or issue a refund within (60) days after the filing of a proof of loss, then you may make a direct claim with the surety. We may not cancel before the expiration of the monthly Contract term, unless You fail to pay any amount due or You engage in fraud or material misrepresentation in obtaining this Contract. Cancellation will comply with section 33-24-44 of the Code of Georgia. As stated in the Arbitration Agreement provision of this Contract, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of the federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this plan against Travelers Casualty and Surety Company of America pursuant to O.C.G.A. 33-7-6. Subsection 4 of the What is Not Covered provision in this Contract is replaced with the following: pre-existing Operational Failures known to you, of the Covered Equipment occurring before the time it was established as the Covered Equipment.

In Nevada: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser. In the event of a Force Majeure, We will not cancel this Contract. 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 Contract 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 Contract.

In New Hampshire: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, You may contact the Office of Insurance Regulation of New Hampshire, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261. The Arbitration Agreement provision of the Contract is subject to RSA 542.

In New Mexico: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: 1) You fail to pay any amount due; 2) You are convicted of a crime which results in an increase in the service required under the Contract; 3) You engage in fraud or material misrepresentation in obtaining this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or 5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

In North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew, but may not cancel this Contract 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 Contract.

In Oregon: The Arbitration Agreement provision of this Contract is amended to add the following: Any award rendered in accordance with this Contract’s Arbitration Agreement shall be a nonbinding award on you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. Under no circumstances
shall a legal proceeding be filed in a federal, state or local court until such time as both you and we first obtain an arbitration award pursuant to this Arbitration Agreement. Any arbitration occurring under this Contract shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

In Puerto Rico: Purchaser’s Name:

Mobile Phone Number/Contract Number

With respect to Contracts purchased in Puerto Rico, the following changes are made:

1> The Arbitration Agreement and Full Faith and Credit provisions of this Contract are deleted and do not apply.
2> The Definition section is amended to add the following definition: “Acts of God and the Elements” are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, floods, hurricanes, tidal waves, among others.
3> The Return of Replaced Equipment/Non-Return Charge section is amended to provide that the non-returned equipment charge is not to exceed the then current Sprint minimum advertised sales price of the replaced equipment.
4> The Limitation of Liability section is deleted in its entirety and replaced with the following: Limitation of Liability. In the event of any error, omission or failure by Sprint or Asurion with respect to the Program or the services provided by Sprint or Asurion hereunder, Sprint and Asurion RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE Program (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE Program). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Sprint or Asurion PERFORMANCE. FURTHER EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS Contract, Sprint and Asurion HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY Sprint or Asurion. INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED SECTION OF THIS CONTRACT.

In South Carolina: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 1-800-768-3467.

In Texas: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. If You purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711. The Cancellation provision of this Contract is amended to provide that “any refund owed and not paid or credited within 45 days notice of cancellation is received shall include a 10% penalty per month.” The Insurance provision of this Contract is amended to add the following: “If We fail to provide You any refund owed within 45 days of cancellation of this Contract, You may contact Continental Casualty Company directly at 1-800-831-4262.”

In Washington: If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait 60 days before filing a claim directly with Continental Casualty Company.

In Wisconsin: This CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE OF THE STATE OF WISCONSIN. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The Insurance provision of this Contract is amended as follows: If We do not provide, or reimburse or pay for, a service that is covered under this Contract within 60 days after You provide proof of loss, or 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 to add the following: If You fail to provide Us with a written notice of cancellation, We may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. This Arbitration Agreement provision of this Contract is amended to add 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 ARBITRATIONS AND CLASS ACTIONS; AND WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED SECTION OF THIS CONTRACT.

In Wyoming: If We change the Terms and Conditions of this Plan, We will provide at least thirty (30) days written notice to you, at the last address listed in our records, prior to the date the change takes effect. The written notice will include an endorsement to this Plan or a complete amended Plan, which should be kept in your records. If we cancel this Plan, We will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation.
Sprint Tech Expert Terms Of Service

(TEP Plus only)

Sprint Tech Expert allows You to access technical support services for Your mobile phone and is provided to You solely by Asurion. Your access to and use of the Tech Expert services ("Services") is subject to the following Terms of Service ("TOS") including its MANDATORY ARBITRATION and CLASS ACTION WAIVER PROVISIONS and its LIMITATION OF LIABILITY PROVISIONS. The TOS is a contract between You and Asurion, and You should read the TOS carefully and completely before accessing or using the Services.

Do not access or use the Services if You disagree with any of the provisions of the TOS.

1. Definitions. In the TOS: (a) the words "Asurion" and "We" and "Us" refer to Asurion Protection Services, LLC and its parents, subsidiaries, branches, affiliates, agents, contractors, employees, successors and assigns; and (b) the words "You" and "Your" mean an individual who accesses or uses the Services and any person or entity represented by that individual.

2. Eligible Mobile Phones. The Services are available only on eligible mobile phones. For a list of eligible mobile phones, please visit www.sprint.com/protection or call 800-584-3666. To use the Services, Your mobile phone must be associated with an active Sprint wireless number, and You must provide the wireless number to Us when seeking service.

3. Scope of the Services. The Services are developed and provided by Asurion and not by Sprint. The Services only include technical support for Your mobile phone and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your mobile phone with other devices and services manufactured to be compatible with Your mobile phone or intended to be connected thereto. The Services do not include, among other things, (a) assistance with Sprint network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your mobile phone; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the mobile phone; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; (i) installation of non-sanctioned applications; or (j) data migration from phone to phone or computer to computer.

4. Commercially Reasonable Efforts & Technical Problems. We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your mobile phone after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts to resolve the issue related to Your mobile phone. 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 mobile phone. Some technical problems that You encounter when using Your mobile phone 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.

5. Representations and Authorizations. When seeking service, You represent to Us that You are the owner and/or the authorized user of the mobile phone at issue, as well as any software on the mobile phone and any device connected to the mobile phone. We reserve the right to refuse to provide You with service if We determine that You are not the owner and/or the authorized user of the mobile phone, software or device. When seeking service, You (a) expressly consent to technical support personnel remotely accessing Your mobile phone and the data on it through use of software or other means, and (b) authorize Us to effect changes to Your mobile phone, software or device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

6. Remote Access. To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your mobile phone and/or on any device connected to or used in connection with Your mobile phone. The Software may include remote access tools that allow Us to remotely access Your mobile phone and any device connected to Your mobile phone, as well as the contents thereon. You agree to comply for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to Asurion or Sprint, or a substantial breach of duties by you relating to the Sprint service or its use. The Arbitration Agreement provision in this Contract is replaced with the following: If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming. For the purpose of this Arbitration Agreement provision, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.
with the terms and conditions applicable to the Software and, in the event of a conflict between those terms and conditions and the TOS, the Software-specific terms and conditions control, but only with regard to the Software itself. 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.

7. Back-up. It is Your responsibility to back-up the software and data that is stored on Your mobile phone or other devices manufactured to be compatible with Your mobile phone or intended to be connected thereto, and We shall not be responsible at any time 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.

8. Privacy Policy & Passwords. Our Privacy Policy is available at www.asurion.com/protection/privacy.htm 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 the TOS, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. If You know or suspect that the passwords associated with or stored on Your mobile phone have been accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

9. Costs and Data Usage Charges. In some circumstances, You may need to purchase additional equipment or software to receive the full benefit of the Services, and You may incur data usage charges when using the Services. In those circumstances, You are fully and solely responsible for the cost of any such equipment or software and the payment of any such charges.

10. 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 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.

11. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU: (A) YOU UNDERSTAND THAT, 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 YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE 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 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.

12. 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 THE SERVICES 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, COMPREHENSIVE, 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 US OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTEE. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. 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 REPAIR OR REPLACE THE SERVICE. IN NO EVENT WILL WE 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.
A. In the event We cannot resolve a dispute with You after 60 days, YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION PROCEEDING WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS. This Arbitration Agreement (“ARB AGREE”) shall survive the termination of the TOS and is governed by the Federal Arbitration Act. This ARB AGREE shall be interpreted broadly, and it includes any dispute You have with Us 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 AGREE does not preclude You from bringing an individual action against Us 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 We do not resolve the dispute within 60 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 the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We 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 AGREE and shall decide all issues, with the exception that issues relating to the enforceability of this ARB AGREE 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 be held in the county/parish in which You first mailed the Notice of Claim. An arbitrator or by telephone. All adminstration 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 Us or if We made no settlement offer, and the arbitrator awards You any damages, We 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. We hereby waive any right You may have under applicable law to recover attorney’s fees and expenses from You if We prevail 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 WE 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 We 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 AGREE is found to be unenforceable, then the entirety of this ARB AGREE is null and void. F. 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. 15. 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”). We do 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 the TOS and Our Privacy Policy do not apply to that content. 16. 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 the TOS are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services or other of Our products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are 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 Us, or developed by Our employees or obtained from sources other than You.

17. 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 the TOS; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or action violation of the terms of use or modification of or other rights of third parties. Without limiting 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.

18. ASSIGNMENT. The TOS 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.

19. SEVERABILITY & WAIVER. If any term of the TOS 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 the TOS. Any failure to enforce a right or term of the TOS shall not be deemed a waiver of that right or term.

20. ENTIRE AGREEMENT & GOVERNING LAW. This TOS and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. The TOS 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.

TOS FORM DATE 1.31.14

Sprint Total Tech Expert Terms Of Service

Sprint Total Tech Expert allows You and any other individuals who have a mobile phone number listed on Your Sprint billing account (with a maximum of ten mobile phone numbers per billing account) ("Your Household") to access technical support services for all the devices that are owned or leased by Your Household that can connect to Your wireless network and is provided by Asurion. You are granted a non-exclusive, non-transferable license to access and use the Total Tech Expert services ("Services") subject to the following Terms of Service ("TOS"). The TOS is a contract between You and Asurion, and You should read the TOS carefully and completely before accessing or using the Services. Do not access or use the Services if you disagree with any of the provisions of the TOS.

1. Definitions. In the TOS: (a) the words “Asurion” and “We” and “Us” refer to Asurion Protection Services, LLC and its parents, subsidiaries, branches, affiliates, agents, contractors, employees, successors and assigns; and (b) the words “You” and “Your” mean an individual who accesses or uses the Services and any person or entity represented by that individual.

2. Supported Devices. The Services are available for all the devices that are owned or leased by Your Household that can connect to Your wireless network, and other network, regardless of manufacturer or provider. To use the Services, the individual seeking to use the Services must be the registered user of a mobile phone number listed on Your Sprint billing account, and must provide identifying information, including but not limited to the mobile phone number listed on Your billing account, to Us when seeking service. You may be able to access the Services via telephone at 1-800-584-3666 or via the Sprint Total Tech Expert application’s “Click-to-Call” and “Click-to-Chat” features.

3. Scope of the Services. The Services are developed and provided by Asurion and not by Sprint. The Services are solely for non-business purposes and only include (a) technical support for the devices that are owned or leased by Your Household that can connect to Your wireless network and any other network; (b) the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the Supported Devices with other devices and services manufactured to be compatible with the Supported Devices or intended to be connected thereto. The Services do not include, among other things, (a) assistance with Sprint network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) modification of Original Equipment Manufacturer ("OEM") software; (d) installation of third-party software or OEM drivers not supported by the mobile phone; (e) assistance that requires consultation with a third party network provider, or (f) assistance with non-sanctioned applications. Asurion reserves the right to change, suspend or discontinue the Services and/or any of the support functions the Services provide at any time, for any reason and without notice or liability to You.

4. Commercially Reasonable Efforts & Technical Problems. We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Supported Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further
requirements to resolve the issue related to Your Supported Device. Additionally, in some instances, We may have limited information or help from third parties, such as other customers, 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.

5. Representations and Authorizations. When seeking service, You represent to Us that You are the owner and/or the authorized user of the Supported Device. You agree to download and/or install any software on the Supported Device and any other device connected to the Supported Device, and are authorized to use the Services. We reserve the right to refuse to provide You with service if We determine that You are not the owner and/or the authorized user of the Supported Device, software or other device and/or are not an authorized user of the Services. When seeking service, You (a) expressly consent to technical support personnel remotely accessing Your Supported Device and the data thereon through use of software applications, and (b) agree to allow Us to access the data stored on the Supported Device, software or other device, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

6. Remote Access. To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Supported Device and/or on any device connected to Your Supported Device and to use certain equipment or software with Your Supported Device. The Software may include remote access tools that allow Us to remotely access Your Supported Device and any device connected to Your Supported Device, as well as the data therein. 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 the TOS, the Software-specific terms and conditions control, but only with regard to the Software. You are prohibited from prohibiting or preventing Us from remotely accessing the Software or any other materials provided to You as a result of Your use of the Services.

7. Back-up. It is Your responsibility to back-up the software and data that is stored on Your Supported Device or other devices manufactured to be compatible with Your Supported 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.

8. Privacy Policy & Passwords. Our Privacy Policy is available at www.asurion.com/protection/privacy.html 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 the TOS, and by using the Services, You consent to the collection, use and disclosure of Your information as set forth in that Policy. If You know or suspect that the passwords associated with or stored on Your Supported Device have been lost or acquired by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

9. Costs and Data Usage Charges. In some circumstances, You may need to purchase additional equipment or software to receive the full benefit of the Services, and You may incur additional fees when using the Services. In those circumstances, You are fully and solely responsible for the cost of any such equipment or software and the payment of any such charges.

10. 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 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.

11. LIMITATION OF LIABILITY. THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU AND 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 YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE 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, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, WHETHER OR NOT 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 DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $100.00, WHICHERSOEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES AND THE SOFTWARE 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 NONINFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTIES THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE
13. ARBITRATION AGREEMENT. Most of Your concerns about the Services can be addressed by contacting Us at 800-584-3666. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.

A. In the event We cannot resolve a dispute with You after 60 days, You agree to arbitrate any dispute to which this ARB AGREE applies. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37212-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 60 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 the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send a written request by certified mail to the Legal Department.

B. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37212-0656. The Notice must describe the dispute and the relief sought. If We do not resolve the dispute within 60 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 the rules and forms necessary to start an arbitration proceeding at www.adr.org or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We 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 AGREE and shall decide all issues, with the exception that issues relating to the enforceability of this ARB AGREE may be decided by a court. If You dispute is for $10,000 or less, You may choose to have 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. We 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 Us or if We made no settlement offer, and the arbitrator awards You any damages, We 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. We hereby waive any right We may have under applicable law to recover attorney’s fees and expenses from You if We prevail in the arbitration.

E. If You seek declaratory or injunctive relief, that relief can be granted only to the extent necessary to provide You relief. You and We 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 We 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 AGREE is found to be unenforceable, then the entirety of this ARB AGREE is null and void.

14. 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 an individual claim during that one-year period results in the claim being forever waived and barred.

15. 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"). We do 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 the TOS and Our Privacy Policy do not apply to that content.
16. 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 the TOS are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services, You do so at Your own risk and expense, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the idea without compensation to You and/or those who share 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 Us, or developed by Our employees or obtained from sources other than You.

17. 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 the TOS; (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.

18. ASSIGNMENT. The TOS 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.

19. SEVERABILITY & WAIVER. If any term of the TOS 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 the TOS. Any failure to enforce a right or term of the TOS shall not be deemed a waiver of that right or term.

20. ENTIRE AGREEMENT & GOVERNING LAW. This TOS and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. The TOS 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.

TOS FORM DATE 7.23.15

TABLET PROTECTION PROGRAM SUMMARIES.

APPLICABLE TO ALL TABLET PROTECTION PROGRAMS. This summary outlines certain terms, conditions and limitations of the Tablet Protection Program. The Program does not provide coverage for all Tablet Equipment. If Your Covered Equipment cannot be repaired, it will be replaced with a new or refurbished device of like kind and quality. Such device may be a different brand, model and/or color and contain non-original manufacturer parts and accessories. If a remanufactured or refurbished device is provided, it will be accompanied by a printed or electronic list of the Service coverage limitations and exclusions for like kind and quality. The Program is a bundled insurance and service contract program, which provides protection for Your Covered Equipment in the event it experiences any of the following: loss, theft, accidental physical damage, including liquid damage, or mechanical or electrical malfunction due to a manufacturing defect (each a “Covered Incident”). “Covered Equipment” means the device You enrolled in the Program, and includes Standard Accessories in the event the Standard Accessories experience the same Covered Incident at the same time as your device. “Standard Accessories” means the standard battery, standard charger and SIM (if applicable). We will make a reasonable effort to repair your Covered Equipment. If your Covered Equipment cannot be repaired, it will be replaced with a remanufactured or refurbished device of like kind and quality, such device may be a different brand, model and/or color and contain non-original manufacturer parts and accessories. If a remanufactured or
refurbished device is not available, the replacement will be a new device of a comparable type.

**Claim Limits.** You are entitled to three (3) approved insurance claims within a rolling twelve (12) month period beginning on the fulfillment date of first repair or replacement. A per occurrence limit of U.S. $1,500, inclusive of Standard Accessories, applies to each Covered Incident. A per occurrence limit of $1,500, inclusive of Standard Accessories, applies to each Covered Incident.

**Fees.** You will be charged a Monthly Subscriber Fee of $6.00. In the event you file a claim for loss, theft, or accidental damage, you will be charged a non-refundable Deductible for each approved Claim. The applicable Deductible is based on the non-subsidized retail price of your Covered Equipment at the time of purchase or sale, which may be higher than the price you paid for the device. For devices with a non-subsidized retail price of $0 to $449.99, the deductible is $100.00. For devices with a non-subsidized retail price of $450.00 or higher, the deductible is $200.00. No Deductible applies in the event you file a claim for mechanical or electrical malfunction.

**Examples of Losses Not Covered.** (1) Intentional loss or damage, abuse, or use of the Covered Equipment in a manner inconsistent with the manufacturer’s intent; (2) obsolescence or depreciation of the Covered Equipment; (3) cosmetic damage, however caused, that does not affect the manufacturer’s intended use; (4) damage or malfunction caused by a computer virus or any other malicious code; (5) data lost, corrupted, damaged or otherwise unusable; (6) claim/request due to diminished battery life; and (7) software including, but not limited to, personalized data or customized software. Other exclusions, conditions and limitations apply. All terms, conditions and limitations can be viewed at www.mydeviceprotection.com.

**Technical Support Service.** Technical Support is provided by BDP and includes certain technical support for your Covered Equipment’s operating systems and software applications intended to assist you in trouble-shooting performance issues with your Covered Device. Please go to www.mydeviceprotection.com for more information.

**APPLICABLE TO ADVANCED DEVICE INSURANCE PROGRAM ONLY.** The Program is an insurance program (a “Policy”) that may be provided to you by your Wireless Carrier (as defined below) or an entity with which it has a contractual relationship. The Program provides coverage for your Covered Equipment in the event it experiences any of the following: loss, theft, and accidental physical damage, including liquid damage (each a “Covered Incident”). “Covered Equipment” means the device you enrolled in the Program, and includes Standard Accessories. In order to receive coverage for Standard Accessories, you must purchase or rent the device and use the device. Standard Accessories mean the standard battery, standard charger and SIM (if applicable). We will make a reasonable effort to repair your Covered Equipment. If your device cannot be repaired, it will be replaced with a remanufactured or refurbished device of like kind and quality. Such device may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories. If a remanufactured or refurbished device is not available, the replacement will be a new device of a comparable type. Prior to approving your request for repair or replacement of your Covered Equipment, Brightstar Device Protection, LLC, the Program administrator, or its authorized service representative, may evaluate the device to confirm Program eligibility and applicable terms, conditions and limitations.

**Claim Limits.** You are entitled to three (3) approved insurance claims within a rolling twelve (12) month period beginning on the fulfillment date of first repair or replacement. A per occurrence limit of U.S. $1,500, inclusive of Standard Accessories, applies to each Covered Incident.

**Fees.** You will be charged a Monthly Subscriber Fee of $7.00. In the event you file a claim for loss, theft, or accidental damage, you will be charged a non-refundable Deductible for each approved Claim. The applicable Deductible is based on the non-subsidized retail price of your Covered Equipment at the time of purchase or sale, which may be higher than the price you paid for the device. For devices with a non-subsidized retail price of $0 to $449.99, the deductible is $100.00. For devices with a non-subsidized retail price of $450.00 or higher, the deductible is $200.00.

**Examples of Losses Not Covered.** (1) Intentional loss or damage, abuse, or use of the Covered Equipment in a manner inconsistent with the manufacturer’s intent; (2) obsolescence or depreciation of the Covered Equipment; (3) cosmetic damage, however caused, that does not affect the manufacturer’s intended use; (4) damage or malfunction caused by a computer virus or other malicious code; (5) data lost, corrupted, damaged or otherwise unusable; (6) claim due to diminished battery life; (7) mechanical or electrical malfunction; (8) normal wear and tear and pre-existing conditions; and (9) software including, but not limited to, personalized data or customized software. Other exclusions, conditions and limitations apply. All terms, conditions and limitations can be viewed at www.mydeviceprotection.com.

**APPLICABLE TO ADVANCED DEVICE SERVICE & SUPPORT PROGRAM ONLY.** This is not an insurance product. It is a service contract and provides coverage for your Covered Equipment in the event it experiences a mechanical and/or electrical malfunction due to a manufacturing defect (“Covered Incident”). A per occurrence limit of $1,500, inclusive of Standard Accessories, applies to each Covered Incident.

**Fees.** You will be charged a Monthly Subscriber Fee of $5.00. In the event you file a claim for loss, theft, or accidental damage, you will be charged a non-refundable Deductible for each approved Claim. The applicable Deductible is based on the non-subsidized retail price of your Covered Equipment at the time of purchase or sale, which may be higher than the price you paid for the device. No Deductible applies in the event you file a claim for mechanical or electrical malfunction.

**Examples of Losses Not Covered.** Any failure resulting from any cause other than normal use and
operation of the device in accordance with the manufacturer’s specifications and owner’s manual; (2) Cosmetic damage or other damage that does not affect functionality of the device, including, without limitation, changes in color, texture, finish, extraction, or contraction of, scratches to, abrasions to, chipping of, cracking of or impact damage to the device; (3) preventative maintenance; (4) device with altered or removed serial numbers; (5) device used for rental purposes; (6) data lost, corrupted, damaged or otherwise unusable; (7) request due to diminished battery life; (8) accessories that are non-essential to the functioning of the device; (9) software including, but not limited to, personalized data or customized software; (10) any alteration, adjustment, modification, installation, disassembling, repair, servicing or maintenance performed on or to the device by an unauthorized person; (11) obsolescence of the device; (12) accidental physical damage, loss or theft. Other exclusions, conditions and limitations apply. All terms, conditions and limitations may be viewed at www.mydeviceprotection.com.

Data Protection. Data Protection requires registration and installation on your device. Data Protection is not an insurance or service contract benefit. Availability may vary by device. When installed, you agree to seek redress solely from the Data Protection provider regarding all matters arising, in whole or in part, out of your use or installation of Data Protection. Your installation and use of Data Protection is governed by an end-user license agreement. Please go to www.mydeviceprotection.com for more information.

Technical Support Service. Technical support is provided by BDP and includes certain technical support for Your Covered Equipment’s operating systems and software applications intended to assist you in trouble-shooting performance issues with your Covered Device. Please go to www.mydeviceprotection.com for more information.

APPLICABLE TO THE ADVANCED DEVICE SERVICE & SUPPORT PROGRAM AND THE ADVANCED DEVICE SERVICE & SUPPORT PORTION OF ADVANCED PROTECTION PACK.

Dispute Resolution. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION. Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement (“Claim”) shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator. (Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA’s website at www.adr.org. Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will prevail in the arbitration and will decide the amount of any damages or other relief. The arbitrator’s decision is a final and binding resolution of the dispute between You and Us and it is based solely on the written arguments presented to the arbitrator. Any award by the arbitrator may be entered into any court having jurisdiction. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

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