AT&T Protection Plans Terms and Conditions

Table of Contents

1. Important Notice

2. AT&T Computer Protection

3. AT&T Computer Protection - Mutiple

4. AT&T TV Protection - Multiple

5. AT&T Netbook/Notebook Protection - ADH
IMPORTANT NOTICE:

If you currently have AT&T Computer Protection for Computer(s) and the AT&T Equipment Maintenance Plan ("EMP"), please note EMP covers modems, routers, and gateways purchased from or provided by AT&T, while AT&T Computer Protection covers modems, routers, and gateways, regardless of where the equipment was purchased. Accordingly, there is an overlap in coverage with EMP and AT&T Computer Protection and you will need to decide which plan you are using by calling the appropriate plan number if you are requesting service for a modem, router, or gateway purchased from or provided by AT&T.
AT&T Computer Protection

Plan Providers*:
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services, LLC

You can write to Us at
AT&T ConncTech
311 S. Akard Street, 4th Floor, Office 402.30
Dallas, Texas 75202

*As used in this Contract, "We", "Us", and "Our" means the provider obligated under this Contract as follows:
If this Contract is purchased in (1) Florida, Asurion Warranty Protection Services of Florida, LLC; or (2) any other U.S. state, Asurion Warranty Protection Services, LLC. "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 by Your AT&T ConncTech service address.

Terms & Conditions
AT&T Computer Protection
These Contract terms and conditions (the "Contract") govern the Plan, so You should keep this Contract for future reference. Your AT&T ConncTech Account Number for the Covered Equipment is Your Contract number.

PLEASE READ THIS CONTRACT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS CONTRACT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Agreement. You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a separate mailing by U.S. Mail, or by any other reasonable method, at Our discretion. If You specifically authorize Us to communicate with You by e-mail, We may, at Our discretion, deliver any notice provided for in this Contract to You by e-mail. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to customers of AT&T ConncTech. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section in this Contract regarding cancellation terms.

Definitions.
(1) “Asurion” means Asurion Warranty Protection Services of Florida, LLC in Florida and Asurion Warranty Protection Services, LLC in all other U.S. states. You can contact Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or at 1-866-919-2662. (2) “AT&T ConncTech” means AT&T Corp. and any successors, the seller of this Contract. You can contact AT&T ConncTech at 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202 or at 1-866-588-3113. (3) “Covered Equipment” means one (1) desktop personal computer or laptop computer (referred to as a "PC") and one (1) of each of the following: an associated external monitor which must be 19" or smaller, keyboard (wired or wireless), mouse (wired or wireless), external broadband modem, and non-commercial router (wired or wireless), all owned by You or a member of Your household and located at Your AT&T ConncTech service address. All types of PCs are eligible for coverage under this Plan except PCs which are not equipped with a Windows Operating System version Windows XP or newer and Apple computers which are not equipped with an Apple operating system version OS X or newer. Neither the power cord nor the battery are considered Covered Equipment. (4) “Covered
U.S. Territory(ies)” means Puerto Rico and the U.S. Virgin Islands. (5) “Operational Failure” means failure of the Covered Equipment to operate due to a defect in material or workmanship, normal wear and tear, or power surges. (6) “Replacement Equipment” means equipment of like, kind and quality with comparable features and functionality to the Covered Equipment which We provide to You in the event We choose not to repair a covered Operational Failure of the Covered Equipment as outlined in this Plan. (7) “Date Issued” means the date You enrolled for coverage under the Plan. (8) “Effective Date” is the date thirty (30) days after the Date Issued and is the date coverage begins under this Contract. (9) “Plan” means the AT&T Computer Protection described in this service Contract.

What is Covered. If the Covered Equipment fails due to an Operational Failure, We will repair it, or, at Our sole option, replace it with a device of like, kind and quality with comparable features and functionality to the Covered Equipment, or provide a payment to You in the form of a gift card or check, at Our option, based on the fair market value of the Covered Equipment as determined by Us, based upon the age and condition of the Covered Equipment immediately prior to the Operational Failure. If failure occurs in the power cord or standard battery in conjunction with the Operational Failure of the Covered Equipment, we may, at our sole option, repair or replace the power cord or standard battery, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new, refurbished, or remanufactured, in Our sole discretion. Replacement Equipment immediately becomes the Covered Equipment. If We provide You Replacement Equipment under the Plan, as permitted by applicable law, We reserve the right to take possession and ownership of Your defective Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. In the event that the repaired Covered Equipment or Replacement Equipment fails to function properly within ninety (90) days from the date it was received by You after We repaired or replaced it, We will repair or replace it at no cost to You. Such services will not be charged against Your aggregate claim limit under the Plan. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the aggregate claim limit.

Your Responsibility for Maintenance and Data Files. You must follow the instructions that are in the owner’s manual for proper use, care, and maintenance of the Covered Equipment. You must use a surge protector and industry-standard antivirus software. Failure to follow the manufacturer’s maintenance and service guidelines, use a surge protector, or use industry-standard antivirus software may result in the denial of coverage under this Plan. We strongly recommend the regular back up of data and software. It is important that You back up all data files on Your PC prior to the commencement of service because repairs to Your PC may result in the deletion of such data files. IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON YOUR COVERED EQUIPMENT WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM AND REMOVE ANY DATA THAT IS PERSONAL, CONFIDENTIAL OR PROPRIETARY, IF APPLICABLE. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, RECOVERY OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES ON YOUR COVERED EQUIPMENT.

Contract Period. Your coverage begins on the Effective Date (thirty (30) days after the Date Issued) and shall continue from month-to-month until terminated by You or by Us. Your coverage will remain in effect, according to the Plan and this Contract, for an additional thirty (30) days following any requested termination.

Charges. You will be charged each month for the cost of this Contract. Applicable taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. If We do not receive full payment of the monthly charges, a late payment fee according to the laws of the state of residence may be incurred. If payment is not received, this Contract may be cancelled and We may refuse to provide the service, without notice.
**Service Fee.** In the event Your Covered Equipment requires repair or replacement, You will be required to pay a service fee in the amount of Seventy-Five Dollars ($75.00). The service fee does not apply to the repair or replacement of a keyboard, mouse, modem, or router. The service fee must be paid by You in advance of the service being provided. The service fee can be paid through a valid credit card.

**What is not Covered.** The Plan does not cover:

a. **Pre-existing Operational Failures or defects occurring before the time it was established as the Covered Equipment**;

b. Batteries and power cords (However, if failure occurs in the power cord or standard battery for the Covered Equipment in conjunction with the Operational Failure of the Covered Equipment or if We provide Replacement Equipment that is a different make or model than the Covered Equipment, We will also repair, or, as applicable, replace up to one power cord and one standard battery);

c. Components or Covered Equipment used for any commercial, public, lease, or other non-residential purpose;

d. Cosmetic defects on, damage to, or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;

e. Damage, Operational Failure, or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;

f. Failure, inoperability, or disruption of any Covered Equipment or its functions due to any design flaw or systemic manufacturing defect;

g. VoIP phones or VoIP multifunction devices;

h. Failures, damage, or loss caused by any physical force external to the Covered Equipment, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; or wind;

i. Costs associated with installation or de-installation of any Covered Equipment;

j. **Burned-in images and pixel failure within designed specifications or that do not materially alter the Covered Equipment's functionality**;

k. LCD TVs or Plasma TVs or any other kind of television used as a computer monitor;

l. Adjunct devices, or any device that is not built into the PC’s CPU housing, except an external monitor, keyboard, mouse, broadband modem, and router;

m. PCs that do not have administrator's permissions. The covered PC must be able to upload and download software;

n. Equipment that is not owned by You or a member of Your household, leased/rented equipment, or equipment that is not customarily located in Your specified residence;

o. Loss or damage to the Covered Equipment either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while Your Covered Equipment is located at Our designated repair depot;

p. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the owner's manual for the Covered Equipment that
the user can perform; costs related to any service request which results in customer
education or no problem found;
s. Covered Equipment whose serial number has been altered or removed;
t. Covered Equipment while located outside the United States or Covered U.S. Territories;
u. Repair or replacement covered by a manufacturer recall in effect at the time of the
Operational Failure;
v. Support or repairs to software and loss or damage to data or software due to any
cause, including but not limited to, computer virus, worm, Trojan programs,
adware, spyware, or firmware;
w. Data or software of any kind that is deleted or damaged during a repair or
replacement under this Plan;
x. Special, incidental, or consequential damages or losses, including but not limited to the
loss of revenue, loss of use, loss of data and loss of business;
y. Theft or loss of the Covered Equipment;
z. Custom-built and assembled equipment; or
aa. Furniture assembly, dismantling, or repairs.

To Obtain Service. In the event of an Operational Failure of the Covered Equipment, You may, on or after
the Effective Date, file a claim by calling 1-866-919-2662 or visit www.att.com/protectionplan. You must file
the claim within thirty (30) days of the Operational Failure.

On-Site Service: If the Covered Equipment requiring service is a desktop computer, it will be serviced on-
site. We will use commercially reasonable efforts to have an authorized service provider contact You within
one (1) business day of Your initial call to arrange for service. Service will be provided during regular
business hours Monday through Friday, except holidays. An adult (18 years or older) must be present
during the time of service. You must provide a safe, non-threatening environment for Our technicians, as
well as an available source of a/c power, in order to receive on-site service. Due to environmental or
technical requirements, if certain repairs cannot be completed where the Covered Equipment is located and
must be repaired at another location, this Plan will cover all shipping and handling costs. The Covered
Equipment must be located at Your service address at the time of service.

Repair Depot Service: Covered Equipment that is not serviced on-site will need to be shipped to a
designated repair depot location, authorized by Us to provide repairs or Replacement Equipment, for
service. We will ship to You a carton for shipping Your Covered Equipment, including a prepaid shipping
label and instructions for obtaining service. Shipping costs are covered by the Plan.

Return of Covered Equipment: At Our sole discretion and as permitted by applicable law, We may require
that You return the defective Covered Equipment to Our designated repair depot location as a condition to
receiving Your Replacement Equipment. Shipping costs associated with the return of the Covered
Equipment will be paid by Us.

Aggregate Claim Limit. Under the Plan, the total cost of repairs and replacements cannot exceed two
thousand five hundred dollars ($2,500) per 12-month rolling period which commences on the date of Your
first claim. We will be responsible for informing You, at the time of the claim, if You have reached the two
thousand five hundred dollar ($2,500) aggregate claim limit. The retail value of any repairs shall be equal to the
market retail value of parts and labor charges for repairing the Covered Equipment, as determined at
Our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the
Replacement Equipment. In the event that You reach the 12-month aggregate claim limit of two thousand
five hundred dollar ($2,500) and the Covered Equipment requires additional repairs, We will provide You
with information on how You might get the equipment repaired; however, We will not be responsible for any
costs related to these repairs.
Cancellation. You may terminate this Contract at any time for any reason by contacting Us in writing at: AT&T ConnecTech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Also, this Contract may be cancelled, by Us without notice, if there is an abuse or misuse of the Plan. For residents of Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Limitation of Liability. In the event of any error, omission or failure by Asurion or AT&T ConnecTech with respect to the Plan or the services provided by Asurion or AT&T ConnecTech hereunder, Asurion and AT&T ConnecTech’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). All references to Asurion and AT&T ConnecTech shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T ConnecTech PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T ConnecTech BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR AT&T ConnecTech HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T ConnecTech PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COST OF RECOVERING OR REPRODUCING ANY DATA, PROGRAMS OR SOFTWARE, OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion AND AT&T ConnecTech, 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.

Dispute Resolution. All disagreements and disputes between You and Asurion or AT&T ConnecTech, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration Agreement Addendum attached to this Contract. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

Force Majeure (Extraordinary Event). 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 Plan immediately.

Prohibitions on Transfer and Abuse of the Plan. This Plan is for Your personal use only. It is not transferable by You to any other person, and may not be assigned by You. Equipment owned by anyone other than You or members of Your household will not be covered by the Plan. Any abuse of the Plan by
You, including but not limited to seeking repair or replacement of equipment not belonging to You or a member of Your household, may result in termination of the Plan upon notice.

**Insurance.** This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If We fail to act on Your claim within sixty (60) days, You may contact Continental Casualty Company directly at 1-800-831-4262.

**Non-waiver.** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by Us of any such term or condition under any other circumstance or of any other term or condition set forth herein.

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

**State specific provisions:**

**In Alabama:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee or a material misrepresentation by You to Us or AT&T ConnecTech. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Arizona:** We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions, prior use or unlawful acts relating to the Covered Equipment or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract before the expiration of the agreed Contract term due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated before the expiration of the agreed Contract term, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Arkansas:** If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In California:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. The requirements of the Dispute Resolution 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 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). The Cancellation provision of this Contract is amended to provide that if You terminate this Contract within thirty (30) days of Your receipt of this Contract and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of Your receipt of this Contract, You will receive a full refund less the value of any repair or replacement services received. If this Contract is
terminated after thirty (30) days of Your receipt of this Contract, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Asurion Warranty Protection Services, LLC, P.O. Box 061078, Chicago, IL 60606-1078, 1-866-919-2662, is the administrator for this Contract. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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. The Force Majeure (Extraordinary Event) provision of this Contract is deleted in its entirety. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Florida: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge less the value of any repair or replacement services received. In the event that We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro-rata monthly charge. Only a check payable to You will be issued by Us if Your Covered Equipment cannot be repaired or replaced pursuant to the terms and conditions of this Plan. The To Obtain Service provision of this Contract is amended to provide that You must file the claim within ninety (90) days of the Operational Failure.

In Georgia: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of unearned pro-rata monthly charge. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Plan fee, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection a. of the What is not Covered provision of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract. As stated in the Arbitration Agreement Addendum, 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 federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into the Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

In Hawaii: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Illinois: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Maine: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Massachusetts: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Minnesota: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.
**In Missouri:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Montana:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConneCtech, or a substantial breach of duties by You relating to the AT&T ConneCtech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Nevada:** These Contract terms and conditions together with the attached Plan information govern the Plan. 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 Date Issued 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 Date Issued 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 thirty (30) days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. If We cancel this Contract due to abuse or misuse of the Plan, You will be notified fifteen (15) days prior to Plan cancellation. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166 and 1-866-919-2662.

**In New Hampshire:** Contact Us at 1-866-919-2662 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

**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 Date Issued 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 Date Issued 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. No cancellation of this Contract before the expiration of the agreed Contract term may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In New York:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**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 not-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 Oklahoma: The Cancellation provision of this Contract is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, AT&T ConneCtech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. Although repair or replacement services are not covered within the first 30 days of the Date Issued, in the event a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. In the event this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the unearned pro-rata premium, less the value of any repair or replacement services received. Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. The Charges provision of this Contract is amended as follows: If payment is not received, this Contract may be terminated. Also, this Contract may be terminated if there is an abuse or misuse of the Plan. If We terminate this Contract for non-payment or abuse or misuse of the Plan, We will send you a notice of termination.

In South Carolina: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, complaints or questions about this Plan 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Texas: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. 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. 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConneCtech, or a substantial breach of duties by You relating to the AT&T ConneCtech service or its use. The Insurance provision of this Contract is amended to add the following: If We fail to provide You a refund owed within 45 days, You may contact Continental Casualty Company directly at 1-800-831-4262. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, License #: 116, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If We cancel this Plan due to fraud or material misrepresentation, You will be notified thirty (30) days prior to Plan cancellation. If We cancel this Plan due to nonpayment, You will be notified ten (10) days prior to Plan cancellation. If Your Covered Equipment experiences an Operational Failure outside of our normal business hours and the Failure results in an emergency, You may obtain emergency repair service from a repair facility that specializes in the repair of the Covered Equipment. Provided the Failure resulted in an emergency, We will reimburse You the cost of Your emergency repair less the service fee as described in the Service Fee provision of this Plan. All emergency repair costs are subject to the Aggregate Claim Limit provision of this Plan. To receive reimbursement for emergency repair service, Your emergency repair service must occur after the Operational Failure of Your Covered Equipment and before the start of Our normal business hours immediately following the Operational Failure of Your Covered Equipment. You must also provide to Us a receipt from the emergency repair facility that includes the name and location of the emergency repair facility, the time and date of the repair, a description of the
Operational Failure, the make and model number of the Covered Equipment that was repaired, the cost of the repair, and the nature of the emergency. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114 and phone number 1-801-538-3800 or 1-800-439-3805.

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 sixty (60) days before filing a claim directly with Continental Casualty Company. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wisconsin: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. In order to obtain repair or replacement coverage specified in the What is Covered provision, You must call 1-866-919-2662 within one (1) year of the date Your Covered Equipment first fails to operate. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If We cancel this Contract due to nonpayment, abuse or misuse of the Plan, You will be notified ten (10) days prior to cancellation. We will provide at least sixty (60) days written notice to You if We change the monthly charge for the Plan, the administration of the Plan or these terms and conditions. Notwithstanding the Dispute Resolution provision of this Contract, You may, at Your option, still take Your claim to small claims court instead of requesting an arbitration. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wyoming: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Asurion or AT&T ConnextTech, or a substantial breach of duties by You relating to the AT&T ConnextTech service or its use. The Dispute Resolution 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

Arbitration Agreement Addendum

Summary of Arbitration Agreement Addendum (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling 1-866-919-2662. In the unlikely event that the service representative is unable to resolve a complaint You may have to your satisfaction (or if We have not been able to resolve a dispute We have with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Arbitration Agreement Addendum will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys’ fees from Us to at least the same extent as You would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator’s award and will pay Your attorney (if any) twice his or her reasonable attorneys’ fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.
**Arbitration Agreement Addendum:**

**a.** We and You agree to arbitrate all disputes and claims between us. This Arbitration Agreement Addendum is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Contract.

In this Arbitration Agreement Addendum, references to “We,” “Us,” “Our,” “You,” and “Your” include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action.** This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement Addendum. This Arbitration Agreement Addendum shall survive termination of this Contract.

**b.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. Attn: Customer Arbitration (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If We and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: [www.phoneclaim.com/attopportunities](http://www.phoneclaim.com/attopportunities)

**c.** After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for $10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-
person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected; then We will:

- pay You the amount of the award or $10,000 (“Alternative Payment”), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration (“Attorney Premium”).

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

e. The right to attorneys’ fees and expenses discussed in this Arbitration Agreement Addendum supplements any right to attorneys’ fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys’ fees or costs. Although under some laws We may have a right to an award of attorneys’ fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that 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. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement Addendum shall be null and void.

g. Notwithstanding any provision in this Contract to the contrary, You agree that if We make any change to this Arbitration Agreement Addendum (other than a change to the Notice Address) during the period of time that the Contract is in effect, You may reject any such change by sending Us written notice within 30 days of
the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.
AT&T Computer Protection - Multiple

Plan Providers:
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services, LLC

You can write to Us at
AT&T ConnecTech
311 S. Akard Street, 4th Floor, Office 402.30
Dallas, Texas 75202

*As used in this Contract, "We", "Us", and "Our" means the provider obligated under this Contract as follows: If this Contract is purchased in (1) Florida, Asurion Warranty Protection Services of Florida, LLC; or (2) any other U.S. state, Asurion Warranty Protection Services, LLC. “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 by Your AT&T ConnecTech service address.

Terms & Conditions
AT&T Computer Protection - Multiple
These Contract terms and conditions (the "Contract") govern the Plan, so You should keep this Contract for future reference. Your AT&T ConnecTech Account Number for the Covered Equipment is Your Contract number.

PLEASE READ THIS CONTRACT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS CONTRACT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Agreement. You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a separate mailing by U.S. Mail, or by any other reasonable method, at Our discretion. If You specifically authorize Us to communicate with You by e-mail, We may, at Our discretion, deliver any notice provided for in this Contract to You by e-mail. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to customers of AT&T ConnecTech. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section in this Contract regarding cancellation terms.

Definitions.
(1) “Asurion” means Asurion Warranty Protection Services of Florida, LLC in Florida and Asurion Warranty Protection Services, LLC in all other U.S. states. You can contact Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or at 1-866-919-2662. (2) “AT&T ConnecTech” means AT&T Corp. and any successors, the seller of this Contract. You can contact AT&T ConnecTech at 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202 or at 1-866-588-3113. (3) “Covered Equipment” means desktop personal computers or laptop computers (collectively referred to as “PC” or “PCs”). Each PC can include one (1) of each of the following: an associated external monitor which must be 19” or smaller, keyboard (wired or wireless), mouse (wired or wireless), external broadband modem, and non-commercial router (wired or wireless), all owned by You or a member of Your household and located at Your AT&T ConnecTech service address. All types of PCs are eligible for coverage under this Plan except PCs which are not equipped with a Windows Operating System version Windows XP or newer and Apple computers which are not equipped with an Apple operating system version OS X or newer. Neither the power cord nor the battery is considered
Covered Equipment. (4) “Covered U.S. Territory(ies)” means Puerto Rico and the U.S. Virgin Islands. (5) “Operational Failure” means failure of the Covered Equipment to operate due to a defect in material or workmanship, normal wear and tear or power surges. (6) “Replacement Equipment” means equipment of like, kind and quality with comparable features and functionality to the Covered Equipment which We provide to You in the event We choose not to repair a covered Operational Failure of the Covered Equipment as outlined in this Plan. (7) “Date Issued” means the date You enrolled for coverage under the Plan. (8) “Effective Date” is the date thirty (30) days after the Date Issued and is the date coverage begins under this Contract. (9) “Plan” means the AT&T Computer Protection - Multiple described in this service Contract.

What is Covered. If the Covered Equipment fails due to an Operational Failure, We will repair it, or, at Our sole option, replace it with a device of like, kind and quality with comparable features and functionality to the Covered Equipment, or provide a payment to You in the form of a gift card or check, at Our option, based on the fair market value of the Covered Equipment as determined by Us, based upon the age and condition of the Covered Equipment immediately prior to the Operational Failure. If failure occurs in the power cord or standard battery in conjunction with the Operational Failure of the Covered Equipment, we may, at our sole option, repair or replace the power cord or standard battery, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new, refurbished, or remanufactured, in Our sole discretion. Replacement Equipment immediately becomes the Covered Equipment. If We provide You Replacement Equipment under the Plan, as permitted by applicable law, We reserve the right to take possession and ownership of Your defective Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. In the event that the repaired Covered Equipment or Replacement Equipment fails to function properly within ninety (90) days from the date it was received by You after We repaired or replaced it, We will repair or replace it at no cost to You. Such services will not be charged against Your aggregate claim limit under the Plan. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the aggregate claim limit.

Your Responsibility for Maintenance and Data Files. You must follow the instructions that are in the owner’s manual for proper use, care and maintenance of the Covered Equipment. You must use a surge protector and industry-standard antivirus software. Failure to follow the manufacturer’s maintenance and service guidelines, use a surge protector, or use industry-standard antivirus software may result in the denial of coverage under this Plan. We strongly recommend the regular back up of data and software. It is important that You back up all data files on Your PC prior to the commencement of service because repairs to Your PC may result in the deletion of such data files. IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON YOUR COVERED EQUIPMENT WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM AND REMOVE ANY DATA THAT IS PERSONAL, CONFIDENTIAL OR PROPRIETARY, IF APPLICABLE. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, RECOVERY OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES ON YOUR COVERED EQUIPMENT.

Contract Period. Your coverage begins on the Effective Date (thirty (30) days after the Date Issued) and shall continue from month-to-month until terminated by You or by Us. Your coverage will remain in effect, according to the Plan and this Contract, for an additional thirty (30) days following any requested termination.

Charges. You will be charged each month for the cost of this Contract. Applicable taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. If We do not receive full payment of the monthly charges, a late payment fee according to the laws of the state of residence may be
incurred. If payment is not received, this Contract may be cancelled and We may refuse to provide the service, without notice.

**Service Fee.** In the event Your Covered Equipment requires repair or replacement, You will be required to pay a service fee in the amount of Seventy-Five Dollars ($75.00). The service fee does not apply to the repair or replacement of a keyboard, mouse, modem or router. The service fee must be paid by You in advance of the service being provided. The service fee can be paid through a valid credit card.

**What is not Covered. The Plan does not cover:**

a. **Pre-existing Operational Failures or defects occurring before the time it was established as the Covered Equipment;**

b. Batteries and power cords (However, if failure occurs in the power cord or standard battery for the Covered Equipment in conjunction with the Operational Failure of the Covered Equipment or if We provide Replacement Equipment that is a different make or model than the Covered Equipment, We will also repair, or, as applicable, replace up to one power cord and one standard battery);

c. Components or Covered Equipment used for any commercial, public, lease or other non-residential purpose;

d. Cosmetic defects on, damage to, or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;

e. Damage, Operational Failure, or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;

f. Failure, inoperability, or disruption of any Covered Equipment or its functions due to any design flaw or systemic manufacturing defect;

g. VoIP phones or VoIP multifunction devices;

h. Failures, damage, or loss caused by any physical force external to the Covered Equipment, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; or wind;

i. Costs associated with installation or de-installation of any Covered Equipment;

j. PC Peripherals such as printers; external speakers and/or scanners; camera; video camera, and USB drives;

k. LCD TVs or Plasma TVs or any other kind of television used as a computer monitor;

l. **Burned-in images and pixel failure within designed specifications or that do not materially alter the Covered Equipment's functionality;**

m. Wireless repeaters, signal boost routers, and additional base stations;

n. Adjunct devices, or any device that is not built into the PC's CPU housing, except an external monitor, keyboard, mouse, broadband modem, and router;

o. PCs that do not have administrator’s permissions. Covered PCs must be able to upload and download software;

p. Equipment that is not owned by You or a member of Your household, leased/rented equipment, or equipment that is not customarily located in Your specified residence;

q. Loss or damage to the Covered Equipment either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while Your Covered Equipment is located at Our designated repair depot;
r. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the owner's manual for the Covered Equipment that the user can perform; costs related to any service request which results in customer education or no problem found;
s. Covered Equipment whose serial number has been altered or removed;
t. Covered Equipment while located outside the United States or Covered U.S. Territories;
u. Repair or replacement covered by a manufacturer recall in effect at the time of the Operational Failure;
v. Support or repairs to software and loss or damage to data or software due to any cause, including but not limited to, computer virus, worm, Trojan programs; adware, spyware, or firmware;
w. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
x. Special, incidental, or consequential damages or losses, including but not limited to the loss of revenue, loss of use, loss of data and loss of business;
y. Theft or loss of the Covered Equipment;
z. Custom-built and assembled equipment; or
aa. Furniture assembly, dismantling, or repairs.

To Obtain Service. In the event of an Operational Failure of the Covered Equipment, You may, on or after the Effective Date, file a claim by calling 1-866-919-2662 or visit www.att.com/protectionplan. You must file the claim within thirty (30) days of the Operational Failure.

On-Site Service: If the Covered Equipment requiring service is a desktop computer, it will be serviced on-site. We will use commercially reasonable efforts to have an authorized service provider contact You within one (1) business day of Your initial call to arrange for service. Service will be provided during regular business hours Monday through Friday, except holidays. An adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for Our technicians, as well as an available source of a/c power, in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the Covered Equipment is located and must be repaired at another location, this Plan will cover all shipping and handling costs. The Covered Equipment must be located at Your service address at the time of service.

Repair Depot Service: Covered Equipment that is not serviced on-site will need to be shipped to a designated repair depot location, authorized by Us to provide repairs or Replacement Equipment, for service. We will ship to You a carton for shipping Your Covered Equipment, including a prepaid shipping label and instructions for obtaining service. Shipping costs are covered by the Plan.

Return of Covered Equipment: At Our sole discretion, and as permitted by applicable law, We may require that You return the defective Covered Equipment to Our designated repair depot location as a condition to receiving Your Replacement Equipment. Shipping costs associated with the return of the Covered Equipment will be paid by Us.

Aggregate Claim Limit. Under the Plan, the total cost of repairs and replacements cannot exceed two thousand five hundred dollars ($2,500) per 12-month rolling period which commences on the date of Your first claim. We will be responsible for informing You, at the time of the claim, if You have reached the two thousand five hundred dollar ($2,500) aggregate claim limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Covered Equipment, as determined at Our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the Replacement Equipment. In the event that You reach the 12-month aggregate claim limit of two thousand five hundred dollar ($2,500) and the Covered Equipment requires additional repairs, We will provide You
with information on how You might get the equipment repaired; however, We will not be responsible for any costs related to these repairs.

Cancellation. You may terminate this Contract at any time for any reason by contacting Us in writing at: AT&T ConnecTech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Also, this Contract may be cancelled, by Us without notice, if there is an abuse or misuse of the Plan. For residents of Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Limitation of Liability. In the event of any error, omission or failure by Asurion or AT&T ConnecTech with respect to the Plan or the services provided by Asurion or AT&T ConnecTech hereunder, Asurion and AT&T ConnecTech’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). All references to Asurion and AT&T ConnecTech shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T ConnecTech PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T ConnecTech BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR AT&T ConnecTech HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T ConnecTech PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COST OF RECOVERING OR REPRODUCING ANY DATA, PROGRAMS OR SOFTWARE, OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HERUNDER BY Asurion AND AT&T ConnecTech, 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.

Dispute Resolution. All disagreements and disputes between You and Asurion or AT&T ConnecTech, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration Agreement Addendum attached to this Contract. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

Force Majeure (Extraordinary Event). 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 Plan immediately.

Prohibitions on Transfer and Abuse of the Plan. This Plan is for Your personal use only. It is not transferable by You to any other person, and may not be assigned by You. Equipment owned by anyone
other than You or members of Your household will not be covered by the Plan. Any abuse of the Plan by You, including but not limited to seeking repair or replacement of equipment not belonging to You or a member of Your household, may result in termination of the Plan upon notice.

**Insurance.** This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If We fail to act on Your claim within sixty (60) days, You may contact Continental Casualty Company directly at 1-800-831-4262.

**Non-waiver.** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by Us of any such term or condition under any other circumstance or of any other term or condition set forth herein.

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

**State specific provisions:**

**In Alabama:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee or a material misrepresentation by You to Us or AT&T ConnecTech. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Arizona:** We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions, prior use or unlawful acts relating to the Covered Equipment or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract before the expiration of the agreed Contract term due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated before the expiration of the agreed Contract term, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Arkansas:** If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In California:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. The requirements of the Dispute Resolution 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 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or You may visit their website at www.bear.ca.gov. The Cancellation provision of this Contract is amended to provide that if You terminate this Contract within thirty (30) days of Your receipt of this Contract and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of Your receipt of this Contract, You will
receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of Your receipt of this Contract, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Asurion Warranty Protection Services, LLC, P.O. Box 061078, Chicago, IL 60666-1078, 1-866-919-2662, is the administrator for this Contract. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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. The Force Majeure (Extraordinary Event) provision of this Contract is deleted in its entirety. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Florida: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge less the value of any repair or replacement services received. In the event that We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro-rata monthly charge. Only a check payable to You will be issued by Us if Your Covered Equipment cannot be repaired or replaced pursuant to the terms and conditions of this Plan. The To Obtain Service provision of this Contract is amended to provide that You must file the claim within ninety (90) days of the Operational Failure.

In Georgia: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro-rata monthly charge. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Plan fee, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection a. of the What is not Covered provision of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract. As stated in the Arbitration Agreement Addendum, 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 federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into the Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action. Nothing contained in the arbitration provision shall affect Your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

In Hawaii: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Illinois: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Maine: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Massachusetts: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Minnesota: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.
**In Missouri:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Montana:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConneCTech, or a substantial breach of duties by You relating to the AT&T ConneCTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Nevada:** These Contract terms and conditions together with the attached Plan information govern the Plan. 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 Date Issued 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 Date Issued 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 thirty (30) days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. If We cancel this Contract due to abuse or misuse of the Plan, You will be notified fifteen (15) days prior to Plan cancellation. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In New Hampshire:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

**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 Date Issued 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 Date Issued 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. No cancellation of this Contract before the expiration of the agreed Contract term may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In New York:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**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 Oklahoma:** The Cancellation provision of this Contract is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, AT&T ConneCtech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. Although repair or replacement services are not covered within the first 30 days of the Date Issued, in the event a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. In the event this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the unearned pro-rata premium, less the value of any repair or replacement services received. Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. The Charges provision of this Contract is amended as follows: If payment is not received, this Contract may be terminated. Also, this Contract may be terminated if there is an abuse or misuse of the Plan. If We terminate this Contract for non-payment or abuse or misuse of the Plan, We will send you a notice of termination.

**In South Carolina:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-1005, telephone number 1-800-768-3467. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Texas:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. 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. 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConneCtech, or a substantial breach of duties by You relating to the AT&T ConneCtech service or its use. The Insurance provision of this Contract is amended to add the following: If We fail to provide You a refund owed within 45 days, You may contact Continental Casualty Company directly at 1-800-831-4262. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, License #: 116, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Utah:** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If We cancel this Plan due to fraud or material misrepresentation, You will be notified thirty (30) days prior to Plan cancellation. If We cancel this Plan due to nonpayment, You will be notified ten (10) days prior to Plan cancellation. If Your Covered Equipment experiences an Operational Failure outside of our normal business hours and the Failure results in an emergency, You may obtain emergency repair service from a repair facility that specializes in the repair of the Covered Equipment. Provided the Failure resulted in an emergency, We will reimburse You the cost of Your emergency repair less the service fee as described in the Service Fee provision of this Plan. All emergency repair costs are subject to the Aggregate Claim Limit provision of this Plan. To receive reimbursement for emergency repair service, Your emergency repair service must occur after the Operational Failure of Your Covered Equipment and before the start of Our normal business hours immediately following the Operational Failure of Your Covered Equipment. You must also provide to Us a receipt from the emergency repair facility that includes the name and location of the emergency repair facility, the time and date of the repair, a description of the
Operational Failure, the make and model number of the Covered Equipment that was repaired, the cost of the repair, and the nature of the emergency. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114 and phone number 1-801-538-3800 or 1-800-439-3805.

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 sixty (60) days before filing a claim directly with Continental Casualty Company. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wisconsin: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. In order to obtain repair or replacement coverage specified in the What is Covered provision, you must call 1-866-919-2662 within one (1) year of the date your covered equipment first fails to operate. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to your refund. If we cancel this Contract due to nonpayment, abuse or misuse of the Plan, you will be notified ten (10) days prior to cancellation. We will provide at least sixty (60) days written notice to you if we change the monthly charge for the Plan, the administration of the Plan or these terms and conditions. Notwithstanding the Dispute Resolution provision of this Contract, you may, at your option, still take your claim to small claims court instead of requesting an arbitration. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wyoming: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to Asurion or AT&T ConnectTech, or a substantial breach of duties by you relating to the AT&T ConnectTech service or its use. The Dispute Resolution 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

Arbitration Agreement Addendum

Summary of Arbitration Agreement Addendum (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling 1-866-919-2662. In the unlikely event that the service representative is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Arbitration Agreement Addendum will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys’ fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator’s award and will pay your attorney (if any) twice his or her reasonable attorneys’ fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.
Arbitration Agreement Addendum:
a. We and You agree to arbitrate all disputes and claims between us. This Arbitration Agreement Addendum is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Contract.

In this Arbitration Agreement Addendum, references to “We,” “Us,” “Our,” “You,” and “Your” include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement Addendum. This Arbitration Agreement Addendum shall survive termination of this Contract.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. Attn: Customer Arbitration (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If We and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: www.phoneclaim.com/attoppoportunities

c. After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for $10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-
person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected; then We will:

- pay You the amount of the award or $10,000 (“Alternative Payment”), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration (“Attorney Premium”).

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

e. The right to attorneys’ fees and expenses discussed in this Arbitration Agreement Addendum supplements any right to attorneys’ fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys’ fees or costs. Although under some laws We may have a right to an award of attorneys’ fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that 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. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement Addendum shall be null and void.

g. Notwithstanding any provision in this Contract to the contrary, You agree that if We make any change to this Arbitration Agreement Addendum (other than a change to the Notice Address) during the period of time that the Contract is in effect, You may reject any such change by sending Us written notice within 30 days of
the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.
AT&T TV Protection - Multiple

Plan Providers*:
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services, LLC

You can write to Us at
AT&T ConnecTech
311 S. Akard Street, 4th Floor, Office 402.30
Dallas, Texas 75202

*As used in this Contract, "We", "Us", and "Our" means the provider obligated under this Contract as follows: If this Contract is purchased in (1) Florida, Asurion Warranty Protection Services of Florida, LLC; or (2) any other U.S. state, Asurion Warranty Protection Services, LLC. "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 by Your AT&T ConnecTech service address.

Terms & Conditions
AT&T TV Protection - Multiple

These Contract terms and conditions (the "Contract") govern the Plan, so You should keep this Contract for future reference. Your AT&T ConnecTech Account Number for the Covered Equipment is Your Contract number.

PLEASE READ THIS CONTRACT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS CONTRACT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Agreement. You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a separate mailing by U.S. Mail, or by any other reasonable method, at Our discretion. If You specifically authorize Us to communicate with You by e-mail, We may, at Our discretion, deliver any notice provided for in this Contract to You by e-mail. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to customers of AT&T ConnecTech. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section in this Contract regarding cancellation terms.

Definitions.
(1) “Asurion” means Asurion Warranty Protection Services of Florida, LLC in Florida and Asurion Warranty Protection Services, LLC in all other U.S. states. You can contact Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or at 1-866-919-2662. (2) “AT&T ConnecTech” means AT&T Corp. and any successors, the seller of this Contract. You can contact AT&T ConnecTech at 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202 or at 1-866-588-3113. (3) “Covered Equipment” means each plasma or LCD television of any brand, any age, and any size, and the original remote control as provided with the television by the manufacturer, all owned by You or a member of Your household and located at Your AT&T ConnecTech service address. (4) “Covered U.S. Territory(ies)” means Puerto Rico and the U.S. Virgin Islands. (5) “Operational Failure” means failure of the Covered Equipment to operate due to a defect in material or workmanship, normal wear and tear or power surges. (6) “Replacement Equipment” means equipment of like, kind and quality with comparable features and functionality to the Covered Equipment which We provide to You in the event We choose not to repair a covered Operational Failure of the Covered
Equipment as outlined in this Plan. (7) “Date Issued” means the date You enrolled for coverage under the Plan. (8) “Effective Date” is the date thirty (30) days after the Date Issued and is the date coverage begins under this Contract. (9) “Plan” means the AT&T TV Protection - Multiple described in this service Contract.

**What is Covered.** If the Covered Equipment fails due to an Operational Failure, We will repair it, or, at Our sole option, replace it with a device of like, kind and quality with comparable features and functionality to the Covered Equipment, or provide a payment to You in the form of a gift card or check, at Our option, based on the fair market value of the Covered Equipment as determined by Us, based upon the age and condition of the Covered Equipment immediately prior to the Operational Failure. 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, refurbished, or remanufactured, in Our sole discretion. Replacement Equipment immediately becomes Covered Equipment. If We provide You Replacement Equipment under the Plan, as permitted by applicable law, We reserve the right to take possession and ownership of Your defective Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. In the event that the repaired Covered Equipment or Replacement Equipment fails to function properly within ninety (90) days from the date it was received by You after We repaired or replaced it, We will repair or replace it at no cost to You. Such services will not be charged against Your aggregate claim limit under the Plan. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the aggregate claim limit.

**Your Responsibility for Maintenance.** You must follow the instructions that are in the owner’s manual for proper use, care, and maintenance of the Covered Equipment, and use a surge protector for all Covered Equipment. Failure to follow the manufacturer’s maintenance and service guidelines or use a surge protector may result in the denial of coverage under this Plan.

**Contract Period.** Your coverage begins on the Effective Date (thirty (30) days after the Date Issued) and shall continue from month-to-month until terminated by You or by Us. Your coverage will remain in effect, according to the Plan and this Contract, for an additional thirty (30) days following any requested termination.

**Charges.** You will be charged each month for the cost of this Contract. Applicable taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. If We do not receive full payment of the monthly charges, a late payment fee according to the laws of the state of residence may be incurred. If payment is not received, this Contract may be cancelled and We may refuse to provide the service, without notice.

**Service Fee.** In the event Your Covered Equipment requires repair or replacement, You will be required to pay a service fee in the amount of Seventy-Five Dollars ($75.00). The service fee does not apply to the replacement or repair of original remote controls. The service fee must be paid by You in advance of the service being provided. The service fee can be paid through a valid credit card.

**What is not Covered.** The Plan does not cover:

a. Pre-existing Operational Failures or defects occurring before the time it was established as the Covered Equipment;

b. Operability issues resulting from the inability of equipment designed to process only analog television broadcasts to process digital television broadcasts;

c. Batteries and power cords;

d. Components or Covered Equipment used for any commercial, public, lease, or other non-residential purpose;
e. Cosmetic defects on, damage to, or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;
f. Damage, Operational Failure or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
g. Failure, inoperability, or disruption of any Covered Equipment or its functions due to any design flaw or systemic manufacturing defect;
h. Failures, damage, or loss caused by any physical force external to the Covered Equipment, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; or wind;
i. Costs associated with installation or de-installation of any Covered Equipment;
j. Burned-in images and pixel failure within designed specifications or that do not materially alter the Covered Equipment's functionality;
k. Non-original or non-OEM remote controls unless provided under this Plan;
l. Equipment that is not owned by You or a member of Your household, leased or rented equipment, or equipment that is not located in Your specified residence;
m. Loss or damage to the Covered Equipment either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while Your Covered Equipment is located at Our designated repair depot;
n. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the owner's manual for the Covered Equipment that the user can perform;
o. Covered Equipment whose serial number has been altered or removed;
p. Covered Equipment while located outside the United States or Covered U.S. Territories;
q. Repair or replacement covered by a manufacturer recall in effect at the time of the Operational Failure;
r. Special, incidental, or consequential damages or losses, including but not limited to the loss of revenue, loss of use, loss of data and loss of business;
s. Theft or loss of the Covered Equipment;
t. Televsions that are cathode ray tube, projection, rear projection or DLP;
u. Cables, electrical cords, and other external wiring; or
v. Furniture assembly, dismantling, or repairs.

To Obtain Service. In the event of an Operational Failure of the Covered Equipment, You may, on or after the Effective Date, file a claim by calling 1-866-919-2662 or visit www.att.com/protectionplan You must file the claim within thirty (30) days of the Operational Failure.

On-Site Service: If the Covered Equipment requiring service has a screen size larger than 32”, it will be serviced on-site. We will use commercially reasonable efforts to have an authorized service provider contact You within one (1) business day of Your initial call to arrange for service. Service will be provided during regular business hours Monday through Friday, except holidays. An adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment, as well as an available source of a/c power, for Our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the Covered Equipment is located and must be repaired at another location, this Plan will cover shipping and handling costs. Covered Equipment installed in cabinetry and other types of built-in applications are eligible for service as long as
You make the product reasonably accessible to the service technician. We are not responsible for the dismantling or reinstallation of furniture or fixed infrastructure when removing or reinstalling repaired or replaced equipment into furniture or cabinetry. The Covered Equipment must be located at Your service address at the time of service.

Repair Depot Service: If the product requiring service has a screen size of 32” or smaller, it will need to be shipped to a designated repair depot location, authorized by Us to provide repairs or Replacement Equipment, for service. We will ship to You a carton for shipping Your Covered Equipment, including a prepaid shipping label and instructions for obtaining service. Shipping costs are covered by the Plan.

Return of Covered Equipment: At Our sole discretion and as permitted by applicable law, We may require that You return the defective Covered Equipment to Our designated repair depot location as a condition to receiving Your Replacement Equipment. Shipping costs associated with the return of the Covered Equipment will be paid by Us.

Aggregate Claim Limit. Under the Plan, the total cost of repairs and replacements cannot exceed two thousand five hundred dollars ($2,500) per 12-month rolling period which commences on the date of Your first claim. We will be responsible for informing You, at the time of the claim, if You have reached the two thousand five hundred dollar ($2,500) aggregate claim limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Covered Equipment, as determined at Our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the Replacement Equipment. In the event that You reach the 12-month aggregate claim limit of two thousand five hundred dollar ($2,500) and the Covered Equipment requires additional repairs, We will provide You with information on how You might get the equipment repaired; however, We will not be responsible for any costs related to these repairs.

Cancellation. You may terminate this Contract at any time for any reason by contacting Us in writing at: AT&T ConnecTech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Also, this Contract may be cancelled, by Us without notice, if there is an abuse or misuse of the Plan. For residents of Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Limitation of Liability. In the event of any error, omission or failure by Asurion or AT&T ConnecTech with respect to the Plan or the services provided by Asurion or AT&T ConnecTech hereunder, Asurion and AT&T ConnecTech’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). All references to Asurion and AT&T ConnecTech shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T ConnecTech PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T ConnecTech BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR AT&T ConnecTech HAVE BEEN ADVISED OF OR HAVE FORESEEN
THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T ConnecTech
PERFORMANCE UNDER THE PLAN, 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 PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion AND AT&T
ConnecTech, 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.

Dispute Resolution. All disagreements and disputes between You and Asurion or AT&T ConnecTech, of
every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration
Agreement Addendum attached to this Contract. All claims must be arbitrated individually, and there will be
no consolidation or class treatment of any claims.

Force Majeure (Extraordinary Event). 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 Plan
immediately.

Prohibitions on Transfer and Abuse of the Plan. This Plan is for Your personal use only. It is not
transferable by You to any other person, and may not be assigned by You. Equipment owned by anyone
other than You or members of Your household will not be covered by the Plan. Any abuse of the Plan by
You, including but not limited to seeking repair or replacement of equipment not belonging to You or a
member of Your household, may result in termination of the Plan upon notice.

Insurance. This Contract is not an insurance policy, however, Our obligations under this Contract are
insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago,
Illinois 60604. If We fail to act on Your claim within sixty (60) days, You may contact Continental Casualty
Company directly at 1-800-831-4262.

Non-waiver. Our failure in any circumstance to require strict adherence to any term or condition set forth
herein shall not be deemed a waiver by Us of any such term or condition under any other circumstance or of
any other term or condition set forth herein.

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

State specific provisions:

In Alabama: 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. Prior notice is not required if the reason for
cancellation is nonpayment of the Plan fee or a material misrepresentation by You to Us or AT&T
ConnecTech. Some of the administrative services related to this Contract may be performed by Asurion
affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Arizona: We will not cancel or void this Contract before the expiration of the agreed Contract term due to
preexisting conditions, prior use or unlawful acts relating to the Covered Equipment or misrepresentation by
Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage
under this Contract before the expiration of the agreed Contract term due to Our failure to provide correct
information or Our failure to perform the services provided in a timely, competent, and workmanlike manner.
If this Contract is terminated before the expiration of the agreed Contract term, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Arkansas: If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In California: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. The requirements of the Dispute Resolution 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 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or You may visit their website at www.bear.ca.gov. The Cancellation provision of this Contract is amended to provide that if You terminate this Contract within thirty (30) days of Your receipt of this Contract and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of Your receipt of this Contract, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of Your receipt of this Contract, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Asurion Warranty Protection Services, LLC, P.O. Box 061078, Chicago, IL 60606-1078, 1-866-919-2662, is the administrator for this Contract. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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. The Force Majeure (Extraordinary Event) provision of this Contract is deleted in its entirety. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Florida: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge less the value of any repair or replacement services received. In the event that We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro-rata monthly charge. Only a check payable to You will be issued by Us if Your Covered Equipment cannot be repaired or replaced pursuant to the terms and conditions of this Plan. The To Obtain Service provision of this Contract is amended to provide that You must file the claim within ninety (90) days of the Operational Failure.

In Georgia: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of unearned pro-rata monthly charge. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Plan fee, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection a of the What is not Covered provision of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this
Contract. As stated in the Arbitration Agreement Addendum, 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 federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into the Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action.** Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**In Hawaii:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Illinois:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Maine:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Massachusetts:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Minnesota:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Missouri:** Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Montana:** 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In Nevada:** These Contract terms and conditions together with the attached Plan information govern the Plan. 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 Date Issued 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 Date Issued 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 thirty (30) days following receipt is not transferable and applies only to the original Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. If We cancel this Contract due to abuse or misuse of the Plan, You will be notified fifteen (15) days prior to Plan cancellation. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

**In New Hampshire:** Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, You may contact the State of New
Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

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 Date Issued 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 Date Issued 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. No cancellation of this Contract before the expiration of the agreed Contract term may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In New York: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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 Oklahoma: The Cancellation provision of this Contract is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, AT&T ConneCTech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. Although repair or replacement services are not covered within the first 30 days of the Date Issued, in the event a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. In the event this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the unearned pro-rata premium, less the value of any repair or replacement services received. Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. The Charges provision of this Contract is amended as follows: If payment is not received, this Contract may be terminated. Also, this Contract may be terminated if there is an abuse or misuse of the Plan. If We terminate this Contract for non-payment or abuse or misuse of the Plan, We will send you a notice of termination.

In South Carolina: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, complaints or questions about this Plan 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Texas: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. 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. 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. The Insurance provision of this Contract is amended to add the following: If We fail to provide You a refund owed within 45 days, You may contact Continental Casualty Company directly at 1-800-831-4262. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, License #: 116, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If We cancel this Plan due to fraud or material misrepresentation, You will be notified thirty (30) days prior to Plan cancellation. If We cancel this Plan due to nonpayment, You will be notified ten (10) days prior to Plan cancellation. If Your Covered Equipment experiences an Operational Failure outside of our normal business hours and the Failure results in an emergency, You may obtain emergency repair service from a repair facility that specializes in the repair of the Covered Equipment. Provided the Failure resulted in an emergency, We will reimburse You the cost of Your emergency repair less the service fee as described in the Service Fee provision of this Plan. All emergency repair costs are subject to the Aggregate Claim Limit provision of this Plan. To receive reimbursement for emergency repair service, Your emergency repair service must occur after the Operational Failure of Your Covered Equipment and before the start of Our normal business hours immediately following the Operational Failure of Your Covered Equipment. You must also provide to Us a receipt from the emergency repair facility that includes the name and location of the emergency repair facility, the time and date of the repair, a description of the Operational Failure, the make and model number of the Covered Equipment that was repaired, the cost of the repair, and the nature of the emergency. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114 and phone number 1-801-538-3800 or 1-800-439-3805.

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 sixty (60) days before filing a claim directly with Continental Casualty Company. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wisconsin: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. In order to obtain repair or replacement coverage specified in the What is Covered provision, You must call 1-866-919-2662 within one (1) year of the date Your Covered Equipment first fails to operate. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If We cancel this Contract due to nonpayment, abuse or misuse of the Plan, You will be notified ten (10) days prior to cancellation. We will provide at least sixty (60) days written notice to You if We change the monthly charge for the Plan, the administration of the Plan or these terms and conditions. Notwithstanding the Dispute Resolution provision of this Contract, You may, at Your option, still take Your claim to small claims court instead of requesting an arbitration. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wyoming: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Asurion or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. The Dispute Resolution 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. Some of
the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

Arbitration Agreement Addendum

Summary of Arbitration Agreement Addendum (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling 1-866-919-2662. In the unlikely event that the service representative is unable to resolve a complaint You may have to your satisfaction (or if We have not been able to resolve a dispute We have with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Arbitration Agreement Addendum will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from Us to at least the same extent as You would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator’s award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

Arbitration Agreement Addendum:

a. We and You agree to arbitrate all disputes and claims between us. This Arbitration Agreement Addendum is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Contract.

In this Arbitration Agreement Addendum, references to “We,” “Us,” “Our,” “You,” and “Your” include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement Addendum. This Arbitration Agreement Addendum shall survive termination of this Contract.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Us should be addressed to: Legal Department, P.O. Box 110656,
Nashville, TN 37222. Attn: Customer Arbitration (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If We and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: www.phoneclaim.com/attopportunities

c. After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for $10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected; then We will:

- pay You the amount of the award or $10,000 (“Alternative Payment”), whichever is greater; and
- pay Your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration (“Attorney Premium”).

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium.
at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

e. The right to attorneys’ fees and expenses discussed in this Arbitration Agreement Addendum supplements any right to attorneys’ fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys’ fees or costs. Although under some laws We may have a right to an award of attorneys’ fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that 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. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement Addendum shall be null and void.

g. Notwithstanding any provision in this Contract to the contrary, You agree that if We make any change to this Arbitration Agreement Addendum (other than a change to the Notice Address) during the period of time that the Contract is in effect, You may reject any such change by sending Us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.
AT&T Netbook/Notebook Protection - ADH

Plan Providers*:
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services, LLC

You can write to Us at
AT&T ConneCtech
311 S. Akard Street, 4th Floor, Office 402.30
Dallas, Texas 75202

*As used in this Contract, "We", "Us", and "Our" means the provider obligated under this Contract as follows:
If this Contract is purchased in (1) Florida, Asurion Warranty Protection Services of Florida, LLC; or (2) any other U.S. state, Asurion Warranty Protection Services, LLC. “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 by Your AT&T ConneCtech service address.

Terms & Conditions
AT&T Netbook/Notebook Protection - ADH

These Contract terms and conditions (the "Contract") govern the Plan, so You should keep this Contract for future reference. Your AT&T ConneCtech Account Number for the Covered Equipment is Your Contract number.

PLEASE READ THIS CONTRACT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS CONTRACT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Agreement. You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a separate mailing by U.S. Mail, or by any other reasonable method, at Our discretion. If You specifically authorize Us to communicate with You by e-mail, We may, at Our discretion, deliver any notice provided for in this Contract to You by e-mail. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to customers of AT&T ConneCtech. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section in this Contract regarding cancellation terms.

Definitions.
(1) “Asurion” means Asurion Warranty Protection Services of Florida, LLC in Florida and Asurion Warranty Protection Services, LLC in all other U.S. states. You can contact Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or at 1-866-919-2662. (2) “AT&T ConneCtech” means AT&T Corp. and any successors, the seller of this Contract. You can contact AT&T ConneCtech at 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202 or at 1-866-588-3113. (3) “Portable Computing Device” means one (1) new or previously purchased netbook, laptop or similar portable computing device that generally includes integrated typical components of a personal computer, such as a display, keyboard, pointing device, rechargeable battery, and speakers into a single small and light unit. (4) “Covered Equipment” means one Portable Computing Device, owned by You or a member of Your household and located at Your AT&T ConneCtech service address, that is equipped with a Microsoft Windows operating system version Windows XP or newer or an Apple operating system version OS X or newer and designated by Us as eligible for coverage. Neither the power cord nor the battery for the Portable Computing Device are considered Covered.
What is Covered. If the Covered Equipment fails due to an Operational Failure, We will repair it, or, at Our sole option, replace it with a device of like kind and quality with comparable features and functionality to the Covered Equipment, or provide a payment to You in the form of a gift card or check, at Our option, based on the fair market value of the Covered Equipment as determined by Us, based upon the age and condition of the Covered Equipment immediately prior to the Operational Failure. If failure occurs in the power cord or standard battery in conjunction with the Operational Failure of the Covered Equipment, we may, at our sole option, repair or replace the power cord or standard battery, as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new, refurbished, or remanufactured, in Our sole discretion. Replacement Equipment immediately becomes the Covered Equipment. If We provide You Replacement Equipment under the Plan, as permitted by applicable law, We reserve the right to take possession and ownership of Your defective Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. In the event that the repaired Covered Equipment or Replacement Equipment fails to function properly within ninety (90) days from the date it was received by You after We repaired or replaced it, We will repair or replace it at no cost to You. Such services will not be charged against Your aggregate claim limit under the Plan. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the aggregate claim limit.

Your Responsibility for Maintenance and Data Files. You must follow the instructions that are in the owner’s manual for proper use, care, and maintenance of the Covered Equipment. You must use a surge protector and industry-standard antivirus software. Failure to follow the manufacturer’s maintenance and service guidelines, use a surge protector, or use industry-standard antivirus software may result in the denial of coverage under this Plan. We strongly recommend the regular back up of data and software. It is important that You back up all data files on Your PC prior to the commencement of service because repairs to Your PC may result in the deletion of such data files. IT IS YOUR SOLE RESPONSIBILITY TO BACK UP ALL SOFTWARE AND DATA ON YOUR COVERED EQUIPMENT WITH HARD DRIVE(S) OR ANY OTHER STORAGE MECHANISM AND REMOVE ANY DATA THAT IS PERSONAL, CONFIDENTIAL OR PROPRIETARY, IF APPLICABLE. WE SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, RECOVERY OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES ON YOUR COVERED EQUIPMENT.

Contract Period. Your coverage begins on the Effective Date (thirty (30) days after the Date Issued) and shall continue from month-to-month until terminated by You or by Us. Your coverage will remain in effect, according to the Plan and this Contract, for an additional thirty (30) days following any requested termination.

Charges. You will be charged each month for the cost of this Contract. Applicable taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. If We do not receive full payment of the monthly charges, a late payment fee according to the laws of the state of residence may be
incurred. If payment is not received, this Contract may be cancelled and We may refuse to provide the service, without notice.

**Service Fee.** In the event Your Covered Equipment requires repair or replacement, You will be required to pay a service fee in the amount of Seventy-Five Dollars ($75.00). The service fee must be paid by You in advance of the service being provided. The service fee can be paid through a valid credit card.

**What is not Covered. The Plan does not cover:**

a. Pre-existing Operational Failures or defects occurring before the time it was established as the Covered Equipment;

b. Batteries and power cords (However, if failure occurs in the power cord or standard battery for the Covered Equipment in conjunction with the Operational Failure of the Covered Equipment or if We provide Replacement Equipment that is a different make or model than the Covered Equipment, We will also repair, or, as applicable, replace up to one power cord and one standard battery.);

c. Components or Covered Equipment used for any commercial, public, lease, or other non-residential purpose;

d. Cosmetic defects on, damage to, or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;

e. Damage, Operational Failure, or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer’s specifications; unauthorized modifications, alterations, repairs or repair personnel;

f. Failure, inoperability, or disruption of any Covered Equipment or its functions due to any design flaw or systemic manufacturing defect;

g. VoIP phones or VoIP multifunction devices;

h. Failures, damage or loss caused by any intentional physical force external to the Covered Equipment, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism or wind;

i. Costs associated with installation or de-installation of any Covered Equipment;

j. Peripherals such as printers; external speakers; external mouse; external keyboard; camera; video camera, USB drives and/or scanners;

k. Burned-in images and pixel failure within designed specifications or that do not materially alter the Covered Equipment’s functionality;

l. Portable Computing Devices that do not have administrator’s permissions. The covered Portable Computing Device must be able to upload and download software;

m. Equipment that is not owned by You or a member of Your household, leased or rented equipment, or equipment that is not customarily located in Your specified residence;

n. Loss or damage to the Covered Equipment either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while Your Covered Equipment is located at Our designated repair depot;

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

p. Covered Equipment whose serial number has been altered or removed;

q. Covered Equipment while located outside the United States or Covered U.S. Territories;
To Obtain Service. In the event of an Operational Failure of the Covered Equipment, You may, on or after the Effective Date, file a claim by calling 1-866-919-2662 or visit www.att.com/protectionplan, You must file the claim within thirty (30) days of the Operational Failure. Covered Equipment will need to be shipped to a designated repair depot location, authorized by Us to provide repairs or Replacement Equipment, for service. We will ship to You a carton for shipping Your Covered Equipment, including a prepaid shipping label and instructions for obtaining service. Shipping costs are covered by the Plan. At Our sole discretion and as permitted by applicable law, We may require that You return the defective Covered Equipment to Our designated repair depot location as a condition to receiving Your Replacement Equipment. Shipping costs associated with the return of the Covered Equipment will be paid by Us.

Aggregate Claim Limit. Under the Plan, the total cost of repairs and replacements cannot exceed two thousand five hundred dollars ($2,500) per 12-month rolling period which commences on the date of Your first claim. We will be responsible for informing You, at the time of the claim, if You have reached the two thousand five hundred dollar ($2,500) aggregate claim limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Covered Equipment, as determined at Our sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the Replacement Equipment. In the event that You reach the 12-month aggregate claim limit of two thousand five hundred dollar ($2,500) and the Covered Equipment requires additional repairs, We will provide You with information on how You might get the equipment repaired, however, We will not be responsible for any costs related to these repairs.

Cancellation. You may terminate this Contract at any time for any reason by contacting Us in writing at: AT&T ConneCtech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Also, this Contract may be cancelled, by Us without notice, if there is an abuse or misuse of the Plan. For residents of Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington, and Wyoming, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a 10% penalty per month.

Limitation of Liability. In the event of any error, omission or failure by Asurion or AT&T ConneCtech with respect to the Plan or the services provided by Asurion or AT&T ConneCtech hereunder, Asurion and AT&T...
ConnecTech’s RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). All references to Asurion and AT&T ConnecTech shall include references to any of Our employees, agents, representatives or associated businesses. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Asurion OR AT&T ConnecTech PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL Asurion OR AT&T ConnecTech BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Asurion OR AT&T ConnecTech HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR Asurion OR AT&T ConnecTech PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COST OF RECOVERING OR REPRODUCING ANY DATA, PROGRAMS OR SOFTWARE, OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY Asurion AND AT&T ConnecTech, 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.

Dispute Resolution. All disagreements and disputes between You and Asurion or AT&T ConnecTech, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the terms of the Arbitration Agreement Addendum attached to this Contract. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims.

Force Majeure (Extraordinary Event). 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 Plan immediately.

Prohibitions on Transfer and Abuse of the Plan. This Plan is for Your personal use only. It is not transferable by You to any other person, and may not be assigned by You. Portable Computing Devices owned by anyone other than You or members of Your household will not be covered by the Plan. Any abuse of the Plan by You, including but not limited to seeking repair or replacement of Portable Computing Device not belonging to You or a member of Your household, may result in termination of the Plan upon notice.

Insurance. This Contract is not an insurance policy, however, Our obligations under this Contract are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Ave., Chicago, Illinois 60604. If We fail to act on Your claim within sixty (60) days, You may contact Continental Casualty Company directly at 1-800-831-4262.

Non-waiver. Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by Us of any such term or condition under any other circumstance or of any other term or condition set forth herein.

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

State specific provisions:

In Alabama: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee or a material misrepresentation by You to Us or AT&T ConnecTech. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Arizona: We will not cancel or void this Contract before the expiration of the agreed Contract term due to preexisting conditions, prior use or unlawful acts relating to the Covered Equipment or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Contract before the expiration of the agreed Contract term due to Our failure to provide correct information or Our failure to perform the services provided in a timely, competent, and workmanlike manner. If this Contract is terminated before the expiration of the agreed Contract term, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the date purchased and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate N.E.W. Warranty Services, Inc., P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Arkansas: If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In California: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. The requirements of the Dispute Resolution 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 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or You may visit their website at www.bear.ca.gov. The Cancellation provision of this Contract is amended to provide that if You terminate this Contract within thirty (30) days of Your receipt of this Contract and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. If a repair or replacement service was provided within thirty (30) days of Your receipt of this Contract, You will receive a full refund less the value of any repair or replacement services received. If this Contract is terminated after thirty (30) days of Your receipt of this Contract, We will refund You 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based on elapsed time, less the value of any repair or replacement services received. Asurion Warranty Protection Services, LLC, P.O. Box 061078, Chicago, IL 60606-1078, 1-866-919-2662, is the administrator for this Contract. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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. The Force Majeure (Extraordinary Event) provision of this Contract is deleted in its entirety. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Florida: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge less the value of any repair or replacement services received. In the event that We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of the unearned pro-rata monthly charge. Only a check payable to You will be issued by Us if Your Covered Equipment cannot be repaired or replaced pursuant to the terms and conditions of this Plan. The To Obtain
Service provision of this Contract is amended to provide that You must file the claim within ninety (90) days of the Operational Failure.

In Georgia: In the event this Contract is terminated by You before the expiration of the agreed Contract term, return of the purchase price will be based upon 90% of the unearned pro-rata monthly charge. In the event We terminate this Contract before the expiration of the agreed Contract term, return of the purchase price will be based upon 100% of unearned pro-rata monthly charge. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Plan fee, material misrepresentation or in the event of fraud. The termination shall be in writing and shall conform to the requirements of Georgia Code § 33-24-44. Subsection a. of the What is not Covered provision of this Contract is replaced by the following: Any defects known to You that existed prior to the purchase of this Contract. As stated in the Arbitration Agreement Addendum, 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 federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into the Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Contract against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

In Hawaii: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Illinois: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Maine: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Massachusetts: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Minnesota: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Missouri: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Montana: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Nevada: These Contract terms and conditions together with the attached Plan information govern the Plan. 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 Date Issued 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 Date Issued 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 thirty (30) days following receipt is not transferable and applies only to the original
Contract purchaser. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. If We cancel this Contract due to abuse or misuse of the Plan, You will be notified fifteen (15) days prior to Plan cancellation. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In New Hampshire: Contact Us at 1-866-919-2662 with, questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 603-271-2261.

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 Date Issued 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 Date Issued 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. No cancellation of this Contract before the expiration of the agreed Contract term may become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If coverage was provided within thirty (30) days of the Date Issued and this Contract is cancelled before the expiration of the agreed Contract term, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated on a monthly basis. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In New York: Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

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 Oklahoma: The Cancellation provision of this Contract is deleted and replaced with the following: You may terminate this Contract at any time for any reason by contacting Us in writing at: Cancellation Department, AT&T ConnecTech, 311 S. Akard Street, 4th Floor, Office 402.30, Dallas, Texas 75202. We may terminate this Contract immediately for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If You terminate this Contract within thirty (30) days of the Date Issued and no repair or replacement service has been provided, You will receive a full refund of the Contract purchase price. Although repair or replacement services are not covered within the first 30 days of the Date Issued, in the event a repair or replacement service was provided within thirty (30) days of the Date Issued, You will receive a full refund less the value of any repair or replacement services received. In the event this Contract is terminated after thirty (30) days of the Date Issued, We will refund You 100% of the unearned pro-rata premium, less the value of any repair or replacement services received. Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. The Charges provision of this Contract is amended as follows: If payment is not received, this Contract may be terminated. Also, this Contract may be terminated if there is an abuse or misuse of the Plan. If We terminate this Contract for non-payment or abuse or misuse of the Plan, We will send you a notice of termination.
In South Carolina: Contact Us at 1-866-919-2662 with questions, concerns, or complaints about the Plan. In the event You do not receive satisfaction under this Contract, complaints or questions about this Plan 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Texas: Contact Us at 1-866-919-2662 with questions, concerns, or complaints about the Plan. 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. 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Us or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. The Insurance provision of this Contract is amended to add the following: If We fail to provide You a refund owed within 45 days, You may contact Continental Casualty Company directly at 1-800-831-4262. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, License #: 116, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If We cancel this Plan due to fraud or material misrepresentation, You will be notified thirty (30) days prior to Plan cancellation. If We cancel this Plan due to nonpayment, You will be notified ten (10) days prior to Plan cancellation. If Your Covered Equipment experiences an Operational Failure outside of our normal business hours and the Failure results in an emergency, You may obtain emergency repair service from a repair facility that specializes in the repair of the Covered Equipment. Provided the Failure resulted in an emergency, We will reimburse You the cost of Your emergency repair less the service fee as described in the Service Fee provision of this Plan. All emergency repair costs are subject to the Aggregate Claim Limit provision of this Plan. To receive reimbursement for emergency repair service, Your emergency repair service must occur after the Operational Failure of Your Covered Equipment and before the start of Our normal business hours immediately following the Operational Failure of Your Covered Equipment. You must also provide to Us a receipt from the emergency repair facility that includes the name and location of the emergency repair facility, the time and date of the repair, a description of the Operational Failure, the make and model number of the Covered Equipment that was repaired, the cost of the repair, and the nature of the emergency. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114 and phone number 1-800-538-3800 or 1-800-439-3805.

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 sixty (60) days before filing a claim directly with Continental Casualty Company. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wisconsin: This Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. In order to obtain repair or replacement coverage specified in the What is Covered provision, You must call 1-866-919-2662 within one (1) year of the date Your Covered Equipment first fails to operate. If this Contract is terminated prior to its expiration, no deductions for claims fulfilled will be made to Your refund. If We cancel this Contract due to nonpayment, abuse or misuse of the Plan, You will be notified ten (10) days prior to cancellation. We will provide at least sixty (60) days written notice to You if We change the monthly charge for the Plan, the administration of the Plan or these terms and conditions. Notwithstanding the Dispute Resolution provision of this Contract, You may, at Your option, still take Your claim to small claims court instead of requesting an arbitration. Some of the administrative
services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

In Wyoming: 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. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You to Asurion or AT&T ConnecTech, or a substantial breach of duties by You relating to the AT&T ConnecTech service or its use. The Dispute Resolution 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. Some of the administrative services related to this Contract may be performed by Asurion affiliate National Electronics Warranty, LLC, P.O. Box 1340, Sterling, Virginia 20166, 1-866-919-2662.

Arbitration Agreement Addendum

Summary of Arbitration Agreement Addendum (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling 1-866-919-2662. In the unlikely event that the service representative is unable to resolve a complaint You may have to your satisfaction (or if We have not been able to resolve a dispute We have with You after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Arbitration Agreement Addendum will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys’ fees from Us to at least the same extent as You would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator’s award and will pay Your attorney (if any) twice his or her reasonable attorneys’ fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

Arbitration Agreement Addendum:

a. We and You agree to arbitrate all disputes and claims between us. This Arbitration Agreement Addendum is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Contract.

In this Arbitration Agreement Addendum, references to “We,” “Us,” “Our,” “You,” and “Your” include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Arbitration Agreement Addendum does not preclude You from bringing issues to
the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Arbitration Agreement Addendum, You and We are each waiving the right to a trial by jury and to participate in a class action.** This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement Addendum. This Arbitration Agreement Addendum shall survive termination of this Contract.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222. Attn: Customer Arbitration (“Notice Address”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought (“Demand”). If We and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: [www.phoneclaim.com/attopportunities](http://www.phoneclaim.com/attopportunities)

c. After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000, but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for $10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected; then We will:

- pay You the amount of the award or $10,000 (“Alternative Payment”), whichever is greater; and
pay Your attorney, if any, twice the amount of attorneys’ fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accures for investigating, preparing, and pursuing Your claim in arbitration (“Attorney Premium”).

If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

e. The right to attorneys’ fees and expenses discussed in this Arbitration Agreement Addendum supplements any right to attorneys’ fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys’ fees or costs. Although under some laws We may have a right to an award of attorneys’ fees and expenses if We prevail in an arbitration, We agree that We will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that 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. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement Addendum shall be null and void.

g. Notwithstanding any provision in this Contract to the contrary, You agree that if We make any change to this Arbitration Agreement Addendum (other than a change to the Notice Address) during the period of time that the Contract is in effect, You may reject any such change by sending Us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.