

EQUIPMENT SERVICE & REPAIR PROGRAM CONTRACT



Program Providers*:

Sprint
Asurion Warranty Protection Services, LLC
Asurion Warranty Protection Services of Florida, LLC
Asurion Warranty Protection Services of Puerto Rico, Inc.

For service, visit a Sprint Phone Repair Center
To find one, visit sprint.com/storelocator or call Sprint Customer Care at 800-639-6111

You can write to Us at
ESRP Consumer Services
Sprint
400 Butler Farm Rd.
Hampton, VA 23666.

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

Terms & Conditions

Equipment Service and Repair Program

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

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

Definitions.

1> "Sprint" means Sprint Spectrum, L.P. and any successors. You can write to us at ESRP Consumer Services, Sprint, 400 Butler Farm Rd., Hampton, VA 23666 or call 1-800-639-6111. **2> "Asurion" means Asurion Warranty Protection Services of Florida, LLC in Florida, Asurion Warranty Protection Services of Puerto Rico, Inc. in Puerto Rico, and Asurion Warranty Protection Services, LLC in all other jurisdictions.** You can write to Asurion at Post Office Box 061078, Chicago, IL 60606-1078 or call 1-800-584-3666. **3> "Covered Equipment" means one Designated Wireless Device.** **4> "Designated Wireless Device" means the Eligible Wireless Product which is activated for wireless telecommunications service for the enrolled Sprint wireless telephone number on Your account with Sprint on the date the Operational Failure of the Eligible Wireless Product occurs and for which air time has been logged by Sprint as identified by Electronic Serial Number (ESN) or Mobile Equipment Identification Number (MEID) for CDMA devices and SIM card.** **5> "Eligible Wireless Product" means a wireless product that We have designated as eligible for coverage under the Program.** **6> "Operational Failure" means failure of the Designated Wireless Device to operate due to operational, mechanical, or structural failure from defects in materials or workmanship and normal wear and tear.** **7> "Replacement Equipment" means the wireless device of comparable kind and quality to the Designated Wireless Device which We provide to You in the event of a covered Operational Failure of the Designated Wireless Device.** **8> "Date Issued" means the effective date of coverage which is the date charges for the Program first apply as shown on Your Bill.** **9> The "Program" means the Equipment Service and Repair Program described in this service Contract.** **10> "Sprint Phone Repair Center" means a location designated by Us as authorized to provide repairs or Replacement Equipment.**

What is Covered. If the Designated Wireless Device fails due to an Operational Failure, We will repair it, or, at our sole option, replace it with a device of comparable kind and quality. If failure occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure of the Designated Wireless Device, we will also repair, or, at our sole option, replace one standard battery, one standard charger, or one Subscriber Identification Module (SIM) Card, as applicable. Visit a Sprint Phone Repair Center for service. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. Replacement Equipment will be new or refurbished, in Our sole discretion. The wireless device included with the Replacement Equipment immediately becomes the Designated Wireless Device. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace.

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

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

What is not Covered.

The Program does not cover:

1> Incidental or consequential damages; **2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements;** **3> loss, theft, abuse, misuse, improper installation, water damage, or customer negligence;** **4> pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment;** **5> cracked displays unless resulting from normal wear and tear or defect in parts or manufacturing;** and **6> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Designated Wireless Device.**

Further, Covered Equipment does not include and the Program does not cover:

1> Contraband or property in the course of illegal transportation or trade; **2> Property in transit to You from anyone other than Us;** **3> Consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on approved claims for replacement of the Designated Wireless Device if the battery has also failed);** **4> Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Designated Wireless Device if the**

charger has also failed); or 5> Any accessories, (except as otherwise provided with respect to batteries and battery chargers), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

To Obtain Service. In the event of an Operational Failure of a Designated Wireless Device, or to obtain routine walk in service as available in Sprint Phone Repair Centers, visit a Sprint Phone Repair Center. To find one, go to www.sprintstorelocator.com or call Customer Care at 1-800-639-6111. We will provide for claim fulfillment at Sprint Phone Repair Centers or, at our sole discretion, by phone. Sprint Phone Repair Centers may not be available in Your area and may not be in use by the Program at all times. You must file the claim within 60 days of the Operational Failure. If Your claim is approved by phone, We will provide the Replacement Equipment by mail within 10 business days, or We may require You to pick up the Replacement Equipment at a retail location in Your area. We may require You to provide a government issued photo i.d.

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

Return of Replaced Equipment/Non-return Charge. Covered Equipment approved for replacement must be returned to Us. You will be required to return the failed Covered Equipment at the Sprint Phone Repair Center or, We may require You to return the Covered Equipment to us at our expense in the return mailer we provide within ten (10) days. You must return the Covered Equipment as directed by Us, or pay the non-returned equipment charge applicable to the model of Covered Equipment that We replace. YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED EQUIPMENT AS DIRECTED.

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

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

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

Arbitration Agreement. Please read this Arbitration Agreement carefully. It affects Your rights. Most of Your concerns about the Program or this Contract can be addressed simply by contacting Us at 1-800-639-6111. In the unlikely event We cannot resolve any disputes, including claims under this Contract, that You or We may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES EITHER THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. For the purpose of this Arbitration Agreement, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement survives the termination of this Contract. This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Contract or to the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by You and Us or that arises after this Arbitration Agreement or Contract is terminated; and (3) that currently is the subject of purported class action litigation in which You are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude You from bringing an individual action in small claim court or from informing any federal, state or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. If You or We intend to seek arbitration You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. Attn: Customer Arbitration. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within 30 days of receipt of the Notice, You or We may initiate an arbitration proceeding with the American Arbitration Association ("AAA"). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After We receive notice that You have commenced arbitration, We will reimburse You for payment of any filing fee to the AAA. If You are unable to pay a required filing fee, We will pay it if You send a written request by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656. Attn: Customer Arbitration. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "Arbitration Rules") in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879. The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless You and We agree otherwise, any arbitration hearings will take place in the county or parish of Your billing address. If Your dispute is for \$10,000 or less, You may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If Your dispute is for more than \$10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules. At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Us or if We made no settlement offer and the arbitrator awards You any damages, We will: (1) pay You the amount of the damages award or \$7,500, whichever is greater; and (2) pay Your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing Your dispute in arbitration. You and We agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to the attorney's fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney's fees and expenses.

Although We may have the right under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration, We hereby waive Our right to do so. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. Any disagreements and disputes between You and Sprint shall be exclusively governed by your Sprint Subscriber Agreement and Terms and Conditions of service to which you have already agreed as a Sprint subscriber. For your convenience, Sprint's Terms and Conditions of service can be viewed online by going to www.sprint.com or you may contact a Sprint customer service representative to request a copy.

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Contract and the Program immediately.

Prohibitions on Transfer and Abuse of the Program. This Program is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made a Designated Wireless Device. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

Insurance. This Contract is not an insurance policy. Under this contract, Asurion's obligations to purchasers in Alabama, Arkansas, Florida, Hawaii, Kentucky, Maine, Minnesota, Missouri, Montana, Nevada, New Hampshire, New York, Oregon, Puerto Rico, South Carolina, Texas, Vermont, Washington, Wisconsin, and Wyoming and Sprint's obligations to purchasers in California and Oklahoma are insured under an insurance policy issued by Continental Casualty Company, 333 S. Wabash Avenue, Chicago, Illinois 60604. This insurance does not apply to Contracts purchased in any other jurisdiction. If You purchased this contract in one of these listed jurisdictions and We fail to act on Your claim within 60 days, You may contact Continental Casualty Company directly at 1-800-831-4262.

Waiver. No waiver in whole or in part of any term or condition of this Contract shall be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for Covered Equipment. We will post the current claim service fee schedule at sprint.com/deviceprotection, or you can ask for the current fee at any Sprint store or by calling 1-800-639-6111.

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

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

State specific provisions:

In California: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. The requirements of the Arbitration Agreement provision in this Contract do not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 4244 South Market Court, Suite D, Sacramento, California 95834, or you may visit their website at www.bear.ca.gov.

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

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

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

In Nevada: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of the monthly Contract term, unless: **1>** You fail to pay any amount due; **2>** You are convicted of a crime which results in an increase in the service required under the Contract; **3>** You engage in fraud or material misrepresentation in obtaining this Contract; **4>** You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract. Your right to void this Contract during the first 30 days following receipt is not transferable and applies only to the original Contract purchaser. In the event of a Force Majeure, We will not cancel this Contract. However, We have no responsibility to provide coverage for specific delays or failures arising from a Force Majeure. In the event of a Force Majeure, this Contract will continue to provide any applicable coverage that is not related to the Force Majeure, unless such coverage is otherwise excluded under the provisions of this Contract.

In New Hampshire: Contact Us at 1-800-639-6111 with, questions, concerns, or complaints about the program. In the event You do not receive satisfaction under this Contract, You may contact the 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 effective date of this Contract which substantially and materially increases the service required under this Contract; or **5>** any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

In North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Covered Equipment. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

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

In Puerto Rico: Purchaser's Name: _____ **Mobile Phone Number/Contract Number**

With respect to Contracts purchased in Puerto Rico, the following changes apply: **1>** The Arbitration Agreement and Full Faith and Credit provisions of this Contract are deleted and do not apply.

2> The Definition section is amended to add the following definition: **"Acts of God and the Elements"** are destructive events or accidents caused by forces of nature, which are irresistible and cannot be prevented, such as storms, tornados, earthquakes, flood, hurricanes, tidal waves, among others. **3>** The Return of Replaced Equipment/ Non-return Charge section is amended to provide that the non-returned equipment charge is not to exceed the then current Sprint minimum advertised sales price of the replacement equipment. **4>** The Limitation of Liability section is deleted in its entirety and replaced with the following: **Limitation of Liability.** In the event of any error, omission or failure by Sprint or Asurion with respect to the Program or the services provided by Sprint or Asurion hereunder, Sprint and Asurion RESPONSIBILITY AND LIABILITY SHALL

BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE Program (BUT NO MORE THAN THE LAST 24 MONTHLY CHARGES YOU PAID FOR THE Program). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF Sprint or Asurion PERFORMANCE. FURTHER EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS Contract, Sprint and Asurion HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY Sprint or Asurion, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. **THIS PROVISION DOES NOT LIMIT OUR OBLIGATION TO PROVIDE YOU REPLACEMENT EQUIPMENT IN THE EVENT OF A COVERED LOSS AS PROVIDED FOR IN THE WHAT IS COVERED SECTION OF THIS CONTRACT.**

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

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

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

In Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE OF THE STATE OF WISCONSIN. We may only terminate this Contract before the end of the agreed Contract term on the grounds of nonpayment of the Contract fee, material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Product or its use. If We cancel this Contract, We will mail You, at Your last address listed in Our records, written notice at least five (5) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The Insurance provision of this Contract is amended as follows: If We do not provide, or reimburse or pay for, a service that is covered under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **1> TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and **2>** the sentence "This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement." is deleted in its entirety.

In Wyoming: If We change the Terms and Conditions of this Plan, we will provide at least thirty (30) days written notice to you, at the last address listed in our records, prior to the date the change takes effect. The written notice will include an endorsement to this Plan or a complete amended Plan, which should be kept in your records. If we cancel this Plan, we will mail you, at your last address listed in our records, written notice at least ten (10) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to Asurion or Sprint, or a substantial breach of duties by you relating to the Sprint service or its use. The Arbitration Agreement provision in this Contract is replaced with the following: If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming. For the purpose of this Arbitration Agreement provision, references to "We" and "Us" include only Asurion and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns.