

**We or Essential may make available additional products and services at a discount from time to time, for Your consideration.**

## **Essential Extended Care**

**THESE PROGRAM TERMS CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND ASURION (AS HEREINAFTER DEFINED). IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE PROGRAM TERMS CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THESE SERVICES. For more information on how to file a claim, please refer to the “To Obtain Service” provision below.**

### *Terms & Conditions*

These Program terms, together with Your order confirmation for the Covered Equipment, govern Your coverage under the Program. They should be kept for future reference because You may need them to obtain service. If purchased by phone, internet or other electronic means, this Program is purchased in the state identified by Your address registered with Essential at the time of purchase.

**Agreement.** You agree to all of these provisions when You enroll in the Program and pay for it. We may change the administration of the Program or these Program terms from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in an email, in a separate mailing, or by any other reasonable method, at Our discretion. By providing Your email address to Us or Essential, You are authorizing Us to communicate with You by email. The Program is available only to customers who purchase the Covered Equipment from Essential. Your participation in the Program is optional, and You may cancel the Program at any time. Please refer to the “Cancellation” provision.

### **Definitions.**

**1) “Essential”** means Essential Products, Inc. and any successors, the seller. You can write to Essential at 380 Portage Ave., Palo Alto, CA 94306 or call 888-444-2222. **2) “Obligor” “We”, “Us”, and “Our”** mean the following obligors under this Program: Asurion Service Plans of Florida, Inc. in Florida and Asurion Service Plans, Inc. in all other jurisdictions. You can reach Asurion by mail at P.O. Box 061078, Chicago, Illinois 60606-1078 or call 877-839-8633. **3) “Administrator”** refers to (a) Asurion Services, LLC in all states and the District of Columbia except in Florida; and (b) Asurion Service Plans of Florida, Inc. in Florida (collectively refers to “Asurion”). The Administrator can be contacted at: P.O. Box 1458, Sterling, Virginia, 20167. **4) “Claim Limit”** has the definition provided in the “Claim Limit” provision below. **5) “Covered Equipment”** means the equipment We identified above and designated as eligible for coverage under this Program. **6) “Operational Failure”** means the mechanical or electrical failure of the Covered Equipment to operate due to a) defects in materials and/or workmanship, b) normal wear and tear, c) power surges and d) unintentional or accidental damage that occurs in the course of normal use or handling (ADH). **7) “Replacement Equipment”** means a **NEW, REFURBISHED, REMANUFACTURED PRODUCT OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product. **8) “Term”** has the definition provided in the “Program Term” provision below. **9) “Program”** means the Essential Extended Care program. **10) “You” and “Your”** means the person who purchased this Program.

**What is Covered.** If the Covered Equipment fails due to an Operational Failure, We will replace it with Replacement Equipment. We will replace the standard charger, standard USB C-C cable and standard USB C to audio jack cable if the Operational Failure to these items occurs in

conjunction with the Operational Failure of the Covered Equipment, or if the Replacement Equipment is a different model. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE COVERED EQUIPMENT BEING REPLACED. Replacement Equipment immediately becomes the Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other additional coverage relating to any Covered Equipment that We replace. If We repair the Covered Equipment, non-original manufacturer's parts may be used. If We cannot repair or replace Your Covered Equipment, We may at Our discretion issue You a gift card or check for the fair market value of the Covered Equipment, as determined by Us, based on its value immediately prior to the Operational Failure. If You return Covered Equipment to Essential within fifteen (15) days of purchase (the "buyer's remorse period") and the Covered Equipment has experienced an Operational Failure, You will have the option of completing the return of the Covered Equipment by paying the Claim Service Fee listed below. In such an event, upon completion of the claim, We will send the Replacement Equipment to Essential and Your enrollment in the Program will be terminated pursuant to the Cancellation section below.

**Manufacturer's Responsibilities:** Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

**Program Term.** The term for this Program begins on the date You enrolled in the Program and continues for a twenty-four (24) month period (the "Term"). ADH, power surge and normal wear and tear begins on the date You enrolled in the Program, and all other coverage becomes effective immediately following the expiration of the manufacturer's warranty and remains in effect until the end of the Term, unless cancelled or fulfilled pursuant to the provisions below. This Program is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions. In the event Your Covered Equipment is being serviced by an authorized service center at the end of the Term, the Term of the Program will be extended until the covered repair has been completed.

**Charges.** You will be charged the cost of this Program on the date of Your enrollment. Applicable non-return charges, claim service fees, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be collected from You prior to providing Replacement Equipment. A charge may also be assessed for any returned checks.

**What is Not Covered.**

**1) Incidental or consequential damages; 2) Operational 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, customer negligence, misuse, improper installation, unauthorized repairs, failure to follow the manufacturer's instructions; 4) pre-existing Operational Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; 5) any Operational Failures, or parts and/or labor cost incurred as a result of a manufacturer's recall; 6) loss or damage to stored data, loss related to installed software or computer viruses, damage to recording media including any software programs or configuration/setup information, loss or corruption to the operating systems; 7) 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 Covered Equipment; 8) Contraband or property in the course of illegal transportation or trade; 9) Property in transit to You from anyone other than Us; 10) Consumable items, such as batteries (one standard battery will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if**

the battery has also failed); 11) Battery chargers (one standard charger will be provided with Replacement Equipment on approved claims for replacement of the Covered Equipment if the charger has also failed); or 12) Any accessories, (except as otherwise provided with respect to standard chargers, standard USB C-C cables and standard USB C to audio jack cables), including external storage devices, 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 the Covered Equipment call 877-839-8633. You must file the claim within sixty (60) days of the Operational Failure. We may require You to provide a government issued photo i.d. In the event We arrange for the repair of Your Covered Equipment, You may be required to mail, at Our expense, or deliver Your Covered Equipment for repair as directed by Us.

**Claim Service Fee.** A non-refundable claim service fee, plus applicable taxes, is payable at the time of claim as shown below.

Covered Equipment	Claim Service Fee
Camera	\$9
Smartphone	\$99

**Claim Limit:** Beginning on the date You enrolled in the Program, this Program will cover up to, but no more than, two (2) covered claims in any one twelve (12) month period (the "Claim Limit") until the end of the Term. If the Claim Limit is exhausted before the end of the Term, Our obligations under this Program will be satisfied and Your enrollment in the Program will be terminated. The twelve (12) month period is calculated based on the date of loss for each covered claim.

**Return of Replaced Equipment/Non-return Charge.** Covered Equipment approved for replacement must be returned at Our expense in the return mailer provided within ten (10) days. You must return the Covered Equipment as directed by Us, or We may charge You a non-returned equipment fee 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 Covered Equipment 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 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 Program, We will return to You Your original Covered Equipment and You will be charged a \$15 shipping and restocking fee.

**Cancellation.** You can cancel this Program at any time for any reason by calling Us at 888-444-2222 or by writing to Us at: P.O. Box 1818, Sterling, VA 20167-1818. In the event You cancel this Program within thirty (30) days of receipt, You shall receive a full refund of any payments made by You under this Program, less any claims that have been paid or repairs that have been made. In the event You cancel this Program after thirty (30) days of receipt, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Program price, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars (\$25), whichever is less, and less any claims that have been paid or repairs that have been made. This Program may be cancelled by Us for any reason by notifying You in writing at

least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If We cancel this Program, You shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Program price, less any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

**Limitation of Liability.** In the event of any error, omission or failure by Us, Asurion, or Essential with respect to the Program or the services provided by Us, Asurion, or Essential hereunder, RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE BY Us, Asurion OR Essential's PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL We, Asurion OR Essential BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF We, Asurion OR Essential HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR Our, Asurion OR Essential's PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY THESE PROVISIONS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE PROVISIONS, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY Us, Asurion AND Essential , 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.** For the purpose of this arbitration agreement (referred to hereinafter as the "A.A.") only, references to "We" and "Us" also include 1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Program Obligor, as defined above; and 2) Essential and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of Your concerns about the Program can be addressed simply by contacting Us at 877-839-8633. In the event We cannot resolve any dispute with You, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE OUR RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

**(a)** This A.A. shall survive termination of the Program and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute You have with Us that arises out of or relates in any way to the Program or the relationship between You and Us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude You from bringing an individual action against Us in small claims court or from informing any federal, state or local agencies or entities of Your dispute. They may be able to seek relief on Your behalf.

**(b)** To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If We do not resolve the dispute within thirty (30) days of receipt of the Notice, You may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. We will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, We will pay it if You send Us a written request.

(c) The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If Your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If Your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of Your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

(d) The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement We offered 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 \$7,500.00, whichever is greater; and 2) pay the attorney's fees and expenses, if any, You reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right You may have under applicable law, You may not recover duplicate awards of fees and expenses. We waive any right We may have under applicable law to recover attorney's fees and expenses from You if We prevail in the arbitration.

(e) If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless You and We agree otherwise, the arbitrator may not consolidate Your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. shall be null and void.

**Force Majeure.** We have no responsibility for delays or Operational 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 Program immediately.

**Free Transferability.** The Program may be transferred to a subsequent owner of the Covered Equipment at no additional charge. There are no restrictions provided Your Program is valid. To transfer, please call 888-444-2222. Information provided by You must include the Program number, date of transfer, the new owner's name, complete address and telephone number.

**Insurance.** This is not an insurance policy. However, Asurion's obligations 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.

Program terms vary for Essential customers purchasing in some jurisdictions as set forth below. This Program may not be available in all states.

**State specific provisions:**

**Arizona Residents:** If Your written notice of cancellation is received prior to the expiration of the term, We will not deduct the cost of any services received from Your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the Covered Equipment by the Obligor, its assignees, subcontractors and/or representatives. The Arbitration Agreement of this Program does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance.

**Connecticut Residents:** The first sentence in the "Cancellation" provision is deleted and replaced with the following: "You can cancel this Program at any time for any reason, including if the Covered Equipment is returned, sold, lost, stolen or destroyed, by calling Us at 888-444-2222 or by writing to Us at: P.O. Box 1818, Sterling, VA 20167-1818." In the event of a dispute with Us that cannot be resolved, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Covered Equipment, the cost of repair of the Covered Equipment and a copy of the Program.

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

**Georgia Residents:** We may only cancel this Program before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated (O.C.G.A). 33-24-44. If this Program is cancelled prior to the expiration of its term, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars (\$25), whichever is less." This Program excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You. As stated in the "Arbitration Agreement" provision of this Program, either party may bring an individual action in small claims court. The "Arbitration Agreement" provision of this Program does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and waive the right to participate in class actions or other representative proceedings. Nothing contained in the "Arbitration Agreement" provision shall affect Your right to file a direct claim under the terms of this Program against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If the Program is cancelled, We will not deduct the cost of any services received from Your refund. If this Program has been in force for a period of seventy (70) days, We may only cancel before the expiration of the Program term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Program or in filing a claim for service under this Program; 2) You commit any act, omission, or violation of any terms of this Program after the effective date of this Program which substantially and materially increases the service required under this Program; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Program and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Program was purchased or last renewed. If We fail to pay the cancellation refund as stated in the "Cancellation" provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. This Program is renewable at Our discretion.

**New Hampshire Residents:** Contact Us at 877-839-8633 with, questions, concerns, or complaints about this Program. In the event You do not receive satisfaction under this Program, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The "Arbitration Agreement" provision of this Program is subject to RSA 542.

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

**North Carolina Residents:** The purchase of this Program is not required either 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.

**Oklahoma Residents:** Coverage afforded under this Program is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Program. Oklahoma license number: 862590.

**Oregon Residents:** The "Arbitration Agreement" provision of this Program is amended to add the following: **Any award rendered in accordance with this Program'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 obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive Your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Program 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.

**South Carolina Residents:** Contact Us at 877-839-8633 with questions, concerns or complaints about this Program. In the event you do not receive satisfaction under this Program, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800) 768-3467.

**Texas Residents:** If you purchased this Program in Texas, unresolved complaints concerning Us or questions concerning Our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Program is returned to Us. Texas license number: 116.

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

**Wisconsin Residents:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by You to Us, or a substantial breach of duties by You relating to the Covered Equipment or its use. If you cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. If We become insolvent or otherwise financially impaired, You may file a claim directly with Continental Casualty Company for reimbursement, payment, or provision of the service. The "Arbitration Agreement"

provision of this contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and **(2)** the phrase “and is governed by the Federal Arbitration Act.” in the first sentence of subparagraph (a) of the “Arbitration Agreement” provision of this Program is deleted in its entirety.

**Wyoming Residents:** The “Arbitration Agreement” provision of this Program is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming.” For the purpose of this arbitration agreement, references to “We” and “Us” include the Asurion, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and Essential and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

SAMPLE