

## Technical Help Desk Terms of Service

This eSecuritel Technical Help Desk Terms of Service (the “Agreement”) is provided in connection with the eligible tablet enrolled in either the Advanced Protection Pack or Advanced Device Service and Support program, that You have purchased (the “Plan”). The Agreement is a contract between You and Us, and You should read the Agreement carefully and completely before accessing or using the Services. If You disagree with any of the provisions of the Agreement, do not access or use the Services. **Your access to and use of the Services are subject to the Agreement including its MANDATORY ARBITRATION, CLASS ACTION WAIVER, and LIMITATION OF LIABILITY PROVISIONS.**

**1. Definitions.** The words “eSecuritel,” “We,” “Our” and “Us” refer to eSecuritel Holdings, LLC, the provider of the Services. The words “You” and “Your” mean an individual who is actively enrolled in an eligible program and who accesses or uses the Services and any person or entity represented by that individual. “Services” refers to the technical help and support services provided by the Agreement.

**2. Eligible Tablets.** The Services are only available for the eligible tablet(s) actively enrolled in either the Advanced Protection Pack or Advanced Device Service & Support program. To access and use the Services, Your tablet must be associated with an active Sprint wireless number and You must provide the wireless number to Us when seeking service. When seeking services, You represent to Us that You are the owner and/or the authorized user of the tablet at issue, as well as any software on the tablet and any device connected to the tablet. We reserve the right to refuse to provide You with services if We determine that You are not the owner and/or the authorized user of the tablet, software, or device.

**3. Description of Service.** The Services are developed and provided by eSecuritel and not Sprint. Upon enrollment in the Plan, We will provide technical support services on Your eligible tablet. When seeking service, You (a) expressly consent to technical help personnel remotely accessing Your tablet and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your tablet, software or device to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible. We will use commercially reasonable efforts to provide You with the Services. If We are unable to resolve the issue related to Your tablet after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts to resolve the issue related to Your tablet. Certain technical problems You encounter when using Your tablet may be the result of hardware or software errors not yet resolved by the hardware or software vendors, manufacturers, or developers, in which case We may not be able to resolve Your specific issue. We may have limited information from vendors, manufacturers, and developers and We may not have the ability to obtain the proprietary or other information required to resolve the issue related

to Your tablet. You are fully and solely responsible for any costs You may incur for data usage, additional equipment of software in connection with using the Services. We reserve the right to amend the Agreement at any time. Upon any change to the Agreement, We will notify You by posting the changes and updated Agreement to [www.mydeviceprotection.com](http://www.mydeviceprotection.com).

**4. Scope of Services.** The Services only include technical help and support for Your tablet and the operating systems and software applications either thereon or intended to be used thereon and technical support and help for the use of Your tablet with other devices and services manufactured to be compatible with Your tablet or intended to be connected thereto. The Services do not include, among other things, (a) diagnostic support not related to Your tablet; (b) installation of third-party software or Original Manufacturer (“OEM”) software; (c) modification of OEM software or parts; (d) assistance with Sprint network coverage issues, firmware, or other software; (e) installation of non-sanctioned applications; (f) home or wireless router/modem or network setup, support, or repair; (g) data migration; or (h) over-the-air updates to operating systems, firmware, or other software.

**5. Data Back-up.** You are solely responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. It is Your responsibility to back-up the software and data that is stored on Your tablet. We are not responsible at any time for any loss, alteration, or corruption of any software, data, or files. You are solely responsible for any and all security of Your confidential, proprietary or classified information. You will not disclose to Us any confidential, proprietary, or confidential information that is subject to intellectual property rights that may expose Us to liability. We may decline to provide Services to You if We determine that appropriate back-up measures have not been taken by You. If You know or suspect that the passwords associated with or stored on Your tablet have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

**6. Remote Access.** We may provide Services through Internet or other wireless remote access, whereby We will access, and if permitted by You, control and gather information on Your tablet through the installation and use of remote access software. Installation and use of the remote access software by You indicates Your permission for Us to provide Services in this way. While remote access Services are provided, We will only access, control, or gather information on Your tablet that We reasonably believe is necessary to analyze and provide assistance for the support issue. We recommend that You close all files and applications that are not pertinent to the support issue. All or portions of the remote access software files may remain on Your tablet after the Services have been provided. You agree to comply with the terms and conditions applicable to the remote access software and, in the event of a conflict between those terms and conditions and the Agreement, the software-specific terms and conditions control, but only with regard to the remote access software itself. You are prohibited from and agree not to alter, copy, disassemble, or reverse engineer the software or any other materials provided to You as a result of Your use of the Services.

**7. Disclaimer of Warranties.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE ON THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. ESECURITEL HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ESECURITEL MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE MIGHT NOT BE ABLE TO OFFER THE SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY US AND WE WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. WE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFIRM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**8. Limitation of Liability.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR

**RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OUR AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SERVICES DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

**9. Term and Termination.** We reserve the right to suspend or terminate Your use of the Services at any time, and for any reason. You must be actively enrolled in an eligible Plan or order to be eligible for the Services. We also reserve the right to change the scope or extent of the Services at any time, and for any reason. If we agree to pay a refund to You of any fees or charges associated with the Services in connection with a suspension or termination of the Services pursuant to this paragraph, then such refund of fees or charges shall be limited to the amount of fees You paid in the calendar month immediately preceding the suspension or termination.

**10. Data Protection and Privacy.** You agree and understand that it is necessary for Us to collect, process, and use Your data in order to perform the Services and support obligations under this Agreement. This may include transferring Your data to affiliated companies or service providers in accordance with the terms of the eSecuritel Privacy Policy (available at <http://www.mydeviceprotection.com/Privacy>). We will protect Your information in accordance with the terms of eSecuritel's Privacy Policy. We may record part or all of the calls between You and Us for training, quality assurance, and reference purposes.

**11. Dispute Resolution:**

a. Most of Your concerns about the Services can be addressed by contacting Us at 844-225-6335. For any dispute with Us, You agree to first contact Us and attempt to resolve the dispute with Us informally.

**b. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ANY DISPUTED CLAIM TO ARBITRATION.** Any and all claims, disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with (1) this Agreement, (2) the relationships which result from this Agreement, including, to the full extent permitted by applicable law,

relationships with third parties who are not signatories to this Agreement or this arbitration provision or (3) the validity, scope or enforceability of this arbitration provision or the entire Agreement (“Claim”) shall be resolved, on an individual basis without resort to any form of class action or class arbitration, by final and binding arbitration before a single arbitrator.

(Notwithstanding the Dispute Resolution provision of this contract, You may, at Your option, still take Your Claim to small claims court, on an individual, non class action basis, instead of requesting an arbitration.) All arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Wireless Industry Rules and Procedures in effect at the time the Claim is filed. The Rules and Procedures, as well as forms and information on arbitration in general may be obtained by calling (800) 778-7879, or by visiting AAA’s Web site at [www.adr.org](http://www.adr.org). Any arbitration which You attend will take place at a location within the federal judicial district that includes Your billing address at the time the Claim is filed. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will ultimately be responsible for these fees. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION CLAUSE NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT, OR TO HAVE A JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. YOU MAY, HOWEVER, AT YOUR OPTION, PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS IN SMALL CLAIMS COURT INSTEAD OF REQUESTING ARBITRATION.

**12. Third-Party Content.** The Services may expose You to content, websites, products and services created or provided by parties other than Us (“Third-Party Content”). We do not review, endorse or assume any responsibility for Third-Party Content and shall have no liability to You for access to or use of Third-Party Content. You access or use Third-Party Content at Your own risk and discretion, and You understand that the Agreement and Our Privacy Policy do not apply to that content.

**13. Indemnification.** You agree to indemnify, defend, and hold harmless eSecuritel (and its affiliates and their respective officers, directors, employees and agents) from and against any and all claims, proceedings, damages, losses, expenses, or liabilities of any kind arising out of or in connection with the following: (a) Your alleged or actual breach of this Agreement; (b) Your use or misuse of the Services; (c) Your actual or alleged infringement of any patent, copyright, trademark, trade secret, or other property or contract right of any other third party; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of any applicable law, rule, or regulation. We reserve the right, at Your expense, to assume the exclusive defense and

control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

**14. Intellectual Property Rights.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of eSecuritel, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services or other of Our products or services, You agree that Your submission is gratuitous, unsolicited, and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the comments or ideas without compensation to You and/or to disclose the comments or ideas to anyone on a non-confidential basis. You further acknowledge that We do not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.

**15. General.** You may not assign or transfer Your rights or obligations under the Agreement, but We may transfer or assign our rights or delegate our obligations without restriction. Any attempted or unauthorized assignment by You will be void. We will not be liable for performance delays or for non-performance, due to causes beyond Our reasonable control. A waiver of any breach or default under the Agreement shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of the Agreement is invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement. The Agreement, documents, and any additional terms referenced herein, constitute the entire agreement between You and Us with regard to the Services provided hereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter. No addition to or deletion from or modification of any of the provisions of the Agreement shall be binding upon Us. Any term or condition on any order or other document submitted by You shall be of no effect whatsoever, and is specifically rejected. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law provisions.