

# Premier Support Services

Terms of Service



**PREMIER SUPPORT SERVICES (“SERVICES”) ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES FOR YOUR MOBILE PHONE AND IS PROVIDED BY ASURION. YOUR ACCESS TO AND USE OF THE SERVICES IS SUBJECT TO THESE TERMS OF SERVICE (“TOS”), INCLUDING ITS LIMITATION OF LIABILITY PROVISIONS. THE TOS IS A LEGAL CONTRACT BETWEEN YOU AND ASURION, AND YOU SHOULD READ IT CAREFULLY AND COMPLETELY BEFORE ACCESSING OR USING THE SERVICES. DO NOT ACCESS OR USE THE SERVICES IF YOU DISAGREE WITH THE PROVISIONS OF THE TOS.**

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

**2. Eligible Mobile Phones.** The Services are available only on eligible mobile phones. For a list of those, please visit [www.bell.ca/smartphonecare](http://www.bell.ca/smartphonecare) or call 866-213-2143. To use the Services, Your mobile phone must be associated with an active wireless number, and You must provide the wireless number to Us when seeking service.

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

**4. Commercially Reasonable Efforts & Technical Problems.** We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your mobile phone after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts to resolve the issue related to Your mobile phone. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your mobile phone. Some technical problems that You encounter when using Your mobile phone may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

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

**6. Remote Access.** To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your mobile phone and/or on any device connected to or used in connection with Your mobile phone. The Software may include remote access tools that allow Us to remotely access Your mobile phone and any device connected to Your mobile phone, as well as the contents thereon. You agree to comply with the terms and conditions applicable to the Software and, in the event of a conflict between those terms and conditions and the TOS,

the Software-specific terms and conditions control, but only with regard to the Software itself. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

**7. Backup.** It is Your responsibility to back up the software and data that is stored on Your mobile phone or other devices manufactured to be compatible with Your mobile phone or intended to be connected thereto, and We shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate backup measures have not been taken by You.

**8. Privacy Policy & Passwords.** Our Privacy Policy is available at [www.asurion.com/privacy-policy](http://www.asurion.com/privacy-policy) and explains our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Services. Please read the Privacy Policy carefully and completely. It is incorporated by reference into the TOS, and by using the Services, You consent to the collection, use and disclosure of Your information, as set forth in that Policy. If You know or suspect that the passwords associated with or stored on Your mobile phone have been available to or accessed by anyone as a result of Your use of the Services, You should immediately change or reset those passwords.

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

**10. LIMITATION OF LIABILITY. THE CONSUMER PROTECTION LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY OR OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOLLOWING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS RELATIVE TO THE SERVICES. CONSEQUENTLY, THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACK UP 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.

**11. DISCLAIMER OF WARRANTIES.** THE CONSUMER PROTECTION LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF STATUTORY WARRANTIES AND OF REPRESENTATIONS MADE REGARDING THE SERVICES. CONSEQUENTLY, THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE ON THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTIES REGARDING THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES

NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, 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 ASURION OR THE SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION 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 ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION 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 CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**12. Termination or Change of the Services.** We reserve the right to suspend or terminate Your use of the Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges associated with the Services. We also reserve the right to change the scope or extent of the Services at any time and for any reason. Any refund of fees or charges related to the Services that may be paid in such circumstances will be limited to the fees You paid in the prior month.

**13. Dispute Resolution & Governing Law.** Most of Your concerns or questions about the Services can be addressed by contacting Us at 866-213-2143. Please contact Us and attempt to resolve any dispute You may have with Us informally, before proceeding in courts or otherwise. Unless the applicable laws of Your jurisdiction require that the laws of such jurisdiction govern, such

as Quebec, the TOS and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to the conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**14. Claim Limitation.** Unless otherwise allowed by applicable law, such as Quebec consumer protection laws, any claim related to the Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.

**15. Third-Party Content & Intellectual Property Rights.** The Services may expose You to content, websites, products and services created or provided by parties other than Asurion (“Third-Party Content”). We do not review, endorse or assume any responsibility for Third-Party Content and shall have no liability to You for access to or use of Third-Party Content. You access or use Third-Party Content at Your own risk and discretion, and You understand that the TOS and Our Privacy Policy do not apply to that content. You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Services are the exclusive property of Asurion, and all such rights not expressly granted to You in the TOS are hereby reserved and retained by Us. If You submit comments or ideas about the Services, including ways to improve the Services or other of Our products or services (“Ideas”), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.

**16. Indemnification.** You agree to indemnify, defend, and hold Us harmless from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Services;

(b) Your alleged or actual breach of the TOS; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.

**17. Entire Agreement & Assignment.** The TOS and the documents incorporated by reference constitute our entire agreement with respect to the Services and supersede any prior or contemporaneous agreements. The TOS and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**18. Severability & Waiver.** If any term of the TOS is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from the TOS. Any failure to enforce a right or term of the TOS shall not be deemed a waiver of that right or term.