

TERMS AND CONDITIONS

Videotron

Mobile Device Protection Program Contract

Enrollment on or after September 12, 2018

Tier	Unsubsidized New Retail Price at Effective Date	Monthly Program Cost
1	\$0.00 - \$299.99	\$7.00
2	\$300.00 - \$599.99	\$9.00
3	\$600.00 - \$1600.00	\$11.00

Additional Fees

Tier	Unsubsidized New Retail Price at Effective Date	Repair Processing Fee	Replacement Processing Fee	Service Request Conversion Fee	Non-Returned Equipment Fee	Locked Device Fee	No Trouble Found Fee
1	\$0.00 - \$299.99	\$79.00	\$99.00	\$20.00	\$100.00	\$100.00	\$25.00
2	\$300.00 - \$599.99	\$79.00	\$179.00	\$100.00	\$200.00	\$200.00	\$25.00
3	\$600.00 - \$1600.00	\$79.00	\$249.00	\$170.00	\$400.00	\$400.00	\$25.00

All fees are subject to applicable tax.

- For a complete schedule of eligible devices and their unsubsidized retail prices, ask a Videotron sales representative or visit videotron.com/residential/mobile/devices-and-accessories.
- Program Term: This Contract and the Mobile Device Protection Program chosen are for an indeterminate period of time, and the applicable Monthly Service Fees are on a monthly basis. The Protection Program and the Contract commence on the Effective Date and are continuous until cancelled on the earliest of: (i) the expiration date noted on the original purchase invoice; (ii) fulfillment of the Program as outlined in the Contract; or (iii) cancellation of the Program under the Cancellation section of the Contract.
- If You choose Saturday delivery, You will be charged an additional \$20.00.
- If You choose to have Your Replacement Equipment shipped to an address outside of Canada, You will be charged an additional \$30.00.
- If You submit a Service Request and elect to repair Your Protected Equipment but the Protected Equipment cannot be repaired, You may be charged a Service Request Conversion Fee as set forth above in accordance with the terms and conditions of this Contract prior to receiving Replacement Equipment.
- For a complete list of Eligible Devices and their device tier, ask a Videotron sales representative or call Customer Service at +1 877-512-0911

Definitions. (1) **"Videotron"** means Videotron Ltd. and its successors and assigns with its address at 612 St-Jacques Street, Montreal, Quebec H3C 4M8. (2) **"Protected Equipment"** means the Eligible Device owned by You or Replacement Equipment provided by Us. The Protected Equipment, designated by You at the time of enrollment and identified by the International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID), must be actively registered in Your name in Videotron's records and have logged airtime after being enrolled in the Program. Protected Equipment is limited to one Eligible Device per repair or replacement. If You have used a different Eligible Device on Your mobile number immediately prior to the time of a Failure, the Protected Equipment is the Eligible Device (1) for which You have used on Your mobile number immediately prior to the time of a Failure; and (2) for which You have provided a proof of purchase or lease to Us. If there is a difference in Eligible Device tier, additional fees may apply in accordance with the table above. (3) **"Eligible Device(s)"** means the wireless device that We have designated as eligible for service under the Program as set forth in the list of Eligible Devices and device tier available from Us, which can be found in Videotron stores or by calling +1-877-512-0911. (4) **"Failure"** means during the time the contract is in effect, the occurrence of (i) Mechanical or Electrical Failure after the expiration of the original equipment manufacturer's warranty, or (ii) Accidental Damage. (5) **"Replacement Equipment"** means a wireless device of the same make, model and storage (but not necessarily color), or if the same make, model and storage is not in stock or the production for the Eligible Device is discontinued by the original equipment manufacturer, the replacement device will be a different model of similar feature and functionality to the Eligible Device at the time of the Service Request (but may not be the same brand or model), with the same operating system, which We provide to You in the event of a Failure of the Eligible Device. Replacement Equipment becomes Protected Equipment once it has been delivered to You. (6) **"Effective Date"** means the date You enrolled Your Eligible Device in the Program. Customers with active mobile service with Videotron are eligible to enroll in the Program within thirty (30) days of purchasing a new Eligible Device from Videotron. (7) The **"Program"** means the Mobile Device Protection Program in which You are enrolled providing repair or replacement service for a Failure of the Protected Equipment, as described in this Contract. (8) The **"Airtime Service Provider"** means Videotron Ltd. (9) **"Computer Virus"** means any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of the Eligible Device. (10) **"Enrolled Subscriber"** means a customer of Videotron who has accepted the device protection offered by Videotron as part of a sales agreement with Videotron and who has paid all applicable fees due with respect to

the Protected Equipment. (11) **“Mechanical and/or Electrical Failure”** means failure of the Protected Equipment to operate due to faulty part(s) or workmanship when operated according to the manufacturer’s instructions after the expiration of the original manufacturer’s warranty. (12) **“Accidental Damage”** means any direct and accidental damage including damage, liquid damage, accidental destruction that is externally visible and which prevents the correct operation of the Protected Equipment, glass breakage, physical loss, damage, or destruction caused by an Accident. (13) **“Accident”** means a known and identifiable but unintended, sudden and unforeseen event. (14) **“Processing Fee”** means the amount the Enrolled Subscriber pays towards his or her Service Request based on the unsubsidized new retail price of the Protected Equipment indicated in the table above of this Contract. (15) **“Service Request”** means the request for service that You file with Us when Your Eligible Device suffers a Failure. (16) **“Service Request Conversion Fee”** means the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee.

Program Benefits for Customers Enrolled in the Protection Program:

We agree to repair or replace the Protected Equipment that has incurred a Failure from the causes shown below and reported (i) within (30) thirty days from the date of Failure; and (ii) during the month for which the Enrolled Subscriber has paid the required Monthly Service Fee.

- **Accidental Damage:** replacement or repair Service Request arising out of Accidental Damage to Protected Equipment due to external causes except where specifically excluded by the Program.
- **Mechanical and/or Electrical Failure:** replacement or repair Service Request arising out of Mechanical or Electrical Failure to Protected Equipment after the expiration of the original manufacturer’s warranty.

Mobile Device Protection Program Contract. This Mobile Device Protection Program Contract, together with Your monthly bill (the “Monthly Service Fee”) from Videotron, applicable payment provisions under Your Videotron wireless service agreement, and applicable written communications from Us to You collectively comprise Our Contract (the “Contract”). The Contract governs the Program, so You should keep this Mobile Device Protection Program Contract and all of the other documents that comprise the Contract for Your reference. The Contract and Your wireless service agreement with Videotron are, and shall remain, separate agreements, but in order to maintain service under the Contract You must also maintain Your wireless service with Videotron. If any portion of the Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Contract.

As used in this Contract, “We”, “Us”, and “Our” mean Videotron, the company obligated under this Contract. “You” and “Your” refers to the Videotron account holder that purchased this Contract. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of Videotron and by the federal laws of Canada as applicable therein.

Service Contract. This Contract is a contract between You and Us that provides the specified services outlined herein. This Contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

What is Protected. If the Protected Equipment suffers a Failure during the time the Contract is in effect, We will repair or replace the Protected Equipment. In the case of a replacement, Protected Equipment will be replaced with a wireless device of like, kind, and quality with comparable features and functionality to the Protected Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED.** In the event the Replacement Equipment You receive is remanufactured or refurbished, such Replacement Equipment shall be as good as new equipment regarding functionality and features, and may contain original or non-original equipment manufacturer parts. The Replacement Equipment becomes the Protected Equipment immediately upon delivery to You. If We replace Your equipment under the Program, We reserve the right to take possession and ownership of Your defective Protected Equipment. You hereby assign and transfer to Us all rights and benefits of any manufacturer’s warranty or other ancillary service relating to any Protected Equipment that We replace. We will provide a 90-day warranty on parts and workmanship preventing the use of the repaired Protected Equipment or Replacement Equipment, beginning on the date Your Protected Equipment is repaired or the date of delivery of the Replacement Equipment. In the event that the repaired Protected Equipment or Your Replacement Equipment fails to function due to any defects in parts or workmanship during this ninety (90) day warranty period, We will repair or replace the repaired Protected Equipment or Replacement Equipment, in Our sole discretion, at no cost to You. If the Replacement Equipment is physically damaged upon delivery, You must report such damage to Us within seventy-two (72) hours and request the re-shipment of Replacement Equipment.

Manufacturer’s Warranty. This Program complements and may overlap with the manufacturer’s warranty, which is typically valid for one year from the purchase date of Your device. Subject to applicable law, in addition to the manufacturer’s warranty, Your wireless device may also be covered by certain quality standards. Some devices may have a longer or shorter manufacturer’s warranty. Please refer to the manufacturer’s warranty provided with Your wireless device or through the manufacturer’s website to understand what protection is offered and the duration of the manufacturer’s warranty.

Contract Service Period. This Contract and the Mobile Device Protection Program chosen are for an indeterminate period of time, and the applicable Monthly Service Fees are on a monthly basis. Your service under the Program begins on the Effective Date and is continuous until cancelled on the earliest of: (i) the expiration date noted on the original purchase invoice; (ii) fulfillment of the Program as outlined in the Contract; or (iii) cancellation of the Program under the Cancellation section of the Contract. We will discontinue all monthly costs for the Program at such time.

Charges. You agree to pay Your Monthly Program Cost for this Contract shown on Your Videotron bill for wireless service each month when invoiced by Videotron on the same terms and conditions as set forth under Your Videotron Service Agreement. If You do not pay Your Monthly Program Cost, You may be in default of Your obligations under the Program. Applicable Processing Fees, non-protected failure charges, shipping and restocking charges, applicable taxes, and regulatory surcharges and assessments, if any, may be, at Our sole discretion, collected from You prior to providing any repaired Protected Equipment or Replacement Equipment.

To Obtain Service. In the event of a Failure of Protected Equipment, You may file a Service Request by calling +1 844-376-7726 or online by visiting videotron.brightstarprotect.com. You must file the Service Request within thirty (30) days of the Failure. If the Failure is not reported within thirty (30) days, Your Service Request will be forfeited and no repair or Replacement Equipment will be available under the Contract. You must provide Us with all of the necessary information required to approve the repair or replacement of the Protected Equipment and pay Your Processing Fee, if applicable, within thirty (30) days of reporting the Failure. If Your Service Request is approved, We will offer You a repair of Your Protected Equipment (if available, as determined by Us) or Replacement Equipment. For repairs, You may mail-in Your Protected Equipment, You may visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). We are not responsible for any loss of data, personal or otherwise on Your Protected Equipment that may occur during the repair process. If You have Protected Equipment that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that Replacement Equipment will be provided to You upon payment of the applicable Service Request Conversion Fee. If You elect not to pay the Service Request Conversion Fee, the Protected Equipment will be returned to You by mail if You originally mailed in Your Protected Equipment, or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect your Protected Equipment within thirty (30) days from the date You are first notified that the Protected Equipment is available for collection, after that time We will return the Protected Equipment to You by mail. If we make available the option to repair Your Protected Equipment, You may choose to receive Replacement Equipment instead of repairing Your Protected Equipment. Additional information on repair is available at videotron.brightstarprotect.com. We will provide the Replacement Equipment within two (2) business days to the address and at the date and time You provide to Us. For all Service Requests where We provide You with Replacement Equipment, You will be required to return Your original Protected Equipment to Us within thirty (30) days.

Failure on Your part to provide Us the necessary information and pay the Processing Fee, if applicable, within thirty (30) days of the date that You report the Failure to Us will result in forfeiture of Your Service Request. **WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT- ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, AND/OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE.** We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request.

Processing Fees. A non-refundable Processing Fee applies to each approved repair or replacement of the Protected Equipment. The Processing Fee will be collected from You prior to providing a repair of the Protected Equipment or Replacement Equipment. If You file a Service Request and such Service Request is approved, We retain and reserve the right to inspect Your Protected Equipment which may result in additional fees being charged to You or Your Service Request being denied if the Protected Equipment did not experience a protected Failure.

Record Authorization. It is expressly agreed and understood that by accepting this Contract, You understand and authorize Us to access Your account records for Service Request handling and Program validation purposes.

Service Limits. The Contract will cover two (2) repairs or replacements of Protected Equipment during any consecutive twelve (12) month period, beginning on the date You filed Your first valid Service Request with Us. The service limit does not apply to repair or replacement of Protected Equipment caused by Mechanical and/or Electrical Failure. For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$1,600.00 per Service Request, inclusive of standard accessories as applicable. If a Failure affects a standard accessory (such as a battery or charger, a "Protected Accessory") in conjunction with the failure of Your Protected Equipment, or if Your Protected Equipment is replaced with a different model, We will also replace the standard accessories.

Return of Replaced Equipment and Additional Fees. Protected Equipment approved for replacement must be returned to Us at Our shipping expense in the return mailer provided to You with Your Replacement Equipment within thirty (30) days from the Replacement Equipment shipment date. The Protected Equipment We replace becomes property of Videotron and You hereby assign and transfer to Us all rights and benefits of any manufacturer's warranty or other ancillary service relating to any Protected Equipment that We replace. Videotron and Our affiliates, subsidiaries, and partners are not responsible for any personal data or other data, such as ringtones, applications, games, or any other content that is stored, downloaded, purchased, or otherwise located on the protected devices. If We do not receive Your original equipment within thirty (30) days from the Replacement Equipment shipment date, You will be charged a Non-Returned Equipment Fee as shown in the table below. **YOU MAY AVOID THIS FEE BY SIMPLY RETURNING THE PROTECTED EQUIPMENT AS INSTRUCTED.** You are eligible for a full refund of the Non-Returned Equipment Fee if You return the Protected Equipment to Us within thirty (30) days of the date on which You were charged the Non-Returned Equipment Charge.

Non-Returned Equipment Fee		
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3
\$100	\$200	\$400

Charge for Non-Protected Service. We will notify You in writing within thirty (30) days of the return of replaced Protected Equipment if We determine the returned Protected Equipment did not suffer a Failure protected by the Program. You may be required to return the Replacement Equipment to Us, at Your cost for shipping, within thirty (30) days of such notification. In such case, if We do not receive the Replacement Equipment in good working order within thirty (30) days, You will be charged a Non-Returned Equipment Charge shown in the table above.

No Trouble Found Fee. In the event that You have been approved for a Service Request and no trouble resulting in a protected Failure is found with the Protected Equipment by Us, We may charge You a No Trouble Found Fee of twenty-five dollars (\$25.00).

Locked Device Fee. If You file a Service Request, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Equipment. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Equipment with the locking feature enabled, We may charge a Locked Device Fee to the credit card We have on file for You. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED EQUIPMENT AT THE TIME YOU FILE YOUR SERVICE REQUEST.

Locked Device Fee		
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3
\$100	\$200	\$400

Your Cancellation Rights. You may terminate the Contract at any time for any reason by calling Videotron at 1 877-512-0911 or visiting a Videotron store to request cancellation. You may cancel Your enrollment in the Program for a full refund within the first thirty (30) days of enrollment if you meet the conditions available at support.videotron.com/residential/mobile/mobile-service-guarantee. If the Contract is cancelled after thirty (30) days from Your receipt of the Contract, We will refund the remainder of the Monthly Service Fee, pro-rated on a daily basis as measured by the date You cancel the Contract. We will also discontinue all monthly charges for the Program as of the effective date of cancellation. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with Videotron for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of the Contract.

Our Cancellation Rights. We may terminate this Contract immediately for non-payment of Monthly Program cost or if You default on Your other obligations at any time. If You are in Quebec, We may cancel the Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all Provinces other than Quebec, We may cancel the Contract for any other 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 grounds for cancellation.

Exclusions.

The Program does not protect: (1) Incidental or consequential damages, or indirect damages not resulting from Our intentional or gross fault; (2) failures caused by any force majeure, including failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse or misuse; (4) pre-existing Failures of the Protected Equipment occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by computer viruses or similar unauthorized intrusive codes or programming; (7) Loss; (8) Theft; or (9) damages covered by the Protected Equipment's manufacturer's warranty while the manufacturer's warranty is in effect.

Further, Protected Equipment does not include and the Program does not protect:

(1) Contraband or property in the course of illegal transportation or trade; (2) Property in transit to You from anyone other than Us; (3) Routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Equipment or if the battery was part of the Failure to the Protected Equipment); (4) Antennas, unless there is also a Failure of the Protected Equipment; or (5) Any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Equipment), 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.

Agreement and Notice of Material Change. You agree to all the provisions of the Contract, including but not limited to this Mobile Device Protection Program Contract, when You order the Program and/or pay for it. Subject to applicable law, in the event of any material change to the service terms, Monthly Service Fee, and/or Processing Fee, unless such change is more favorable to You, You will be provided thirty (30) days advance notice of such changes. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method. Such notice will set out the effective date of the material change. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation indemnity by sending Us a notice to that effect within thirty (30) days after the amendment comes into force. Your continued use of the Program and payment of the charges after such notice constitutes Your acceptance of the changes. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the Cancellation section of the Contract.

Electronic Delivery. You expressly and knowingly agree and consent to permit Us (including any third party vendor, or representative through which We provide services under this Contract) to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as You may exercise Your right to revoke this consent by notifying Videotron.

Prohibitions on Transfer and Abuse of the Program. The 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 Protected Equipment. Any abuse of the Program by You, including but not limited to seeking repair or replacement of a wireless device not belonging to You, may result in termination of the Program.

Concealment, Misrepresentation of Fraud. The protection provided by this Contract is void with respect to any Enrolled Subscriber who commits fraud or intentionally conceals or misrepresents a material fact concerning, this Contract, the Protected Equipment, the Enrolled Subscriber's interest in the Protected Equipment, or a service requested under this Program.

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel the Contract and the Program immediately.

Legal Action Against Us. No one may bring legal action against Us under this Contract unless and until there has been full compliance with all terms of this Contract.

Data Privacy. As part of the services offered to You through this Program, Videotron may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining our relationship. We will seek Your consent for the collection, use or disclosure of Your personal information at the time of collection, except as otherwise required or in cases authorized by law. A more detailed description on how and why Videotron collects, uses and communicated Your personal information can be found in Videotron's privacy policy which is accessible online at corpo.videotron.com/site/securite-confidentialite-en.jsp?locale=en. Although Videotron always endeavors to take the necessary steps to ensure Your privacy rights are protection, please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such that local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent.

Limits of Liability. The following clause applies to all provinces excluding Quebec: In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Program or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PROGRAM (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PROGRAM). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THE CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, 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.