

# MyWiT® Terms of Use

## Terms of Use Agreement

Welcome to MyWiT! You may use the website, services, content, technologies and applications of mywit.com (the "website") by using the website and/or by creating an account with MyWiT, you agree to the terms and conditions below, and any subsequent modifications thereto. If you do not agree to the foregoing, do not use this website or our services in any way.

### **SITE TERMS**

The Website is a service made available by CWork Solutions, LP (hereinafter referred to as "CWork") ("we", "our" or "us"). The Site Terms govern your use of the Website. We may modify the Site Terms at any time. Your continued use of the Website constitutes your acceptance to all terms and conditions of the Website or our Services at the time of use. Every time you visit the Website, you reaffirm your acceptance of the Site Terms. Upon each visit, you are responsible for reviewing the Site Terms and any additional terms and conditions.

### **ABOUT THE WEBSITE**

The Website gives users the ability to buy certain electronic devices such as mobile phones, tablets, and headphones (collectively, the "Device") subject to these Site Terms. You agree that all transactions will be performed electronically and that the terms of any purchase of any Device will be governed by CWork's Terms of Sale Agreement located below. We may, in our sole discretion, change or discontinue any or all aspects of the Website at any time, without notice, and without incurring any liability.

### **USE OF THE WEBSITE**

You may visit the Website without creating an account, however, you must create a MyWiT account if you desire to use any of our services. You further agree to provide accurate, complete information when creating your account and you will notify us of any updates to the information provided by you prior to completing any transactions at [certifiedphonesupport@assurant.com](mailto:certifiedphonesupport@assurant.com). In order to create a valid account, you must be legally capable to enter into binding contracts. Each account is for your individual use only, unless you have applied for and been qualified by us as a reseller. If your account has been used by someone other than you, you agree to notify us immediately at [certifiedphonesupport@assurant.com](mailto:certifiedphonesupport@assurant.com). All transactions are electronic and governed by our Terms of Sale. We may modify or terminate this Website at any time.

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- Use any software to extract information about the Website, usage, or users;
- Reformat any portion of the Website, Materials or Content;
- Use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- Take any action that puts unreasonably large strain on our system;
- Violate the Site Terms, applicable laws or the rights of others; or interfere with, or violate the legal rights of others; or
- Disrupt, cause harm to, interfere with, or modify the strength of the security of the Website.

You agree that the Website and its Content shall not be used for any illegal or harmful purpose. The lawful remedies available to us include limiting, suspending, terminating or prohibiting access to and use of the Website, its Content, and our services at any time, with or without notice to you. In our sole discretion, we may also remove content, or take technical and legal steps to keep you off the Website if we think that you are creating problems, possible legal liabilities, you are violating any of these terms, or acting inconsistently with the letter or spirit of our policies.

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## **LINKING**

You may provide a link to the homepage of this Website, provided you give notice to us of such link by sending an e-mail to [certifiedphonesupport@assurant.com](mailto:certifiedphonesupport@assurant.com). You must remove any link to this Website should we advise you to within our sole discretion.

## **REPRESENTATIONS**

You represent and warrant to us that (a) you are legally capable to enter into contracts, (b) you are providing us at all times true, accurate and up to date information about yourself, (c) you will comply at all times with the Site Terms and applicable law and (d) your use of the Website and any transactions that you make with us will not violate the rights of any third party.

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## **INDEMNITY**

You agree to indemnify, defend, and hold harmless CWork from and against all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your violation or breach of any representation or obligation under these Site Terms. We

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reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to fully cooperate with our defense of such claim. You further agree to fully assist in the defense of any litigation, including pre-litigation and investigation.

## **PRIVACY**

Please refer to our Privacy Policy for complete information on our collection and use of personal information and data.

## **CONSENT TO ELECTRONIC RECORDS AND TRANSACTIONS**

In order to use the Website, our services, or open an account with us, you consent to do business with us electronically and to receive information electronically. If you do not agree to the terms of this consent, do not continue to use this Website, our services, or create an account with us. "Communication" means any communication, transaction, notice, disclosure, terms, conditions, agreement, record, statement, advertisement, or other information that we provide to you, or that we ask you to provide to us. With regard to the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), you agree to do business and to enter into contracts with us electronically and to engage in electronic transactions with us, to receive and to provide Electronic Records as defined in E-SIGN, and to use electronic sounds, symbols, or processes as an electronic signature signifying your intent to be bound.

You further agree that Electronic Records will be sufficient as "writings" under applicable law or regulation. Your consent to the receipt, provision, use, and exchange of Electronic Records applies not only to the particular transaction with respect to which you are accepting this Consent, but also to all future Communications.

You authorize us to send you important notices about the Website and any pending transactions to an email address you provide to us, if you are a registered account holder or, in the alternative, by posting a notice on the Website. You agree to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters. If you no longer desire to transact electronically with us, you may no longer use the Website.

## **CARRIER FEES**

You are responsible for all fees that your carrier may charge you for data, text messaging, roaming and other wireless access or communications services that you utilize in order to access, operate, or communicate with this Website.

## **NOTICE REGARDING TECHNOLOGY**

CWork's Technology, including any software or applications we provide to you, is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software with only those rights set forth herein.

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