

We, the administrator or the seller of this Plan may make available additional products and services at a discount from time to time, for your consideration.

PREMIER PROTECTION TERMS AND CONDITIONS (RESIDENTIAL)

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND THE PLAN LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN AS OUTLINED IN THE CANCELLATION SECTION BELOW. For more information on how to file a claim, please refer to the “HOW TO MAKE A CLAIM” section below.

- I. OBLIGOR:** The company obligated under this Plan in the District of Columbia and all states, except Florida, is: **Asurion Technology Services, Inc.**, which can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 1-866-856-3882. In Florida, the company obligated under this Plan is: **Asurion Technology Services of Florida, Inc.** who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, 1-866-856-3882.
- II. DEFINITIONS:** Throughout this Plan, the following words have the following meanings: (1) “we,” “us” and “our” mean the company obligated under this Plan, as stated in the Obligor section of this Plan; (2) “you” and “your” mean the individual that purchased this Plan for personal purposes; (3) “administrator” means: (a) Asurion Services, LLC in the District of Columbia and all states, except Florida, and (b) Asurion Technology Services of Florida Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167, or by phone at: 1-844-218-2846; (4) “seller” means CSC Holdings, LLC, also known as “Optimum” the seller of this Plan; (5) “covered products” mean the item(s) listed in Section V.(a) of this Plan that are owned by you, covered by this Plan and customarily located at your enrolled service address; (6) “breakdown” means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and Accidental Damage from Handling as a result of normal use (“ADH”) for laptops, tablets, portable DVD players, portable handheld gaming devices, wearables, headphones, virtual reality headsets and printer display screens only; (7) “enrolled service address” means the physical residential location you have identified as the service address for this Plan; and (8) “replacement product” means a **NEW, REFURBISHED, OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT**. Technological advances may result in a replacement product with a lower selling price than the original product.
- III. INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your receipt or your enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the receipt or enrollment confirmation for future reference; you may need them to obtain service. The covered product must be in good working condition prior to your enrollment in this Plan and prior to your coverage effective date. You must follow the instructions in the owner’s manual for proper use, care, and maintenance of the covered product. Failure to follow the manufacturer’s maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to the commencement of service; repairs to your covered product may result in the deletion of such data files.
- IV. TERM OF COVERAGE:** The term and monthly billing for this Plan begin on the date you enroll as indicated on your receipt or enrollment confirmation and continues on a month-to-month basis unless cancelled. **There is an initial thirty (30) day waiting period after the Plan term begins before coverage for your covered product becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE UNDER SECTION V. (WHAT IS COVERED) WILL BE PROVIDED FOR YOUR COVERED PRODUCT DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN; If this Plan is cancelled after coverage becomes effective, coverage will continue for thirty (30) days after the cancellation date.** There will be no lapse in coverage if you relocate within the seller’s service area, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan is cancelled, the term of this Plan will be extended until the covered repair has been completed and the covered product or a replacement or reimbursement has been delivered or provided to you.
- V. WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty, or other service contract, up to the Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our sole discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, or (3) reimburse you for authorized repairs to the covered product, or (4) reimburse you in the form of a gift card, electronic payment, or check for the replacement cost of the covered product as determined by us, based on the replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. **Please note: if your covered product is still in the manufacturer’s warranty period, service under this Plan may result in service denial from the manufacturer’s warranty.** On-site, depot, or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. Coverage under this Plan also includes access to up to 2 installation services every 12 months from the date of the first installation for one of the following products: TV, smart door lock, smart thermostat, smart home security camera or smart video doorbell.

a. COVERED PRODUCTS: This Plan covers an unlimited quantity of the following products, of any size, age and brand, as outlined below.

Home Office:

- Desktops, Laptops, Tablets (collectively referred to as “PC” or “PCs”). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), internal modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are equipped with one of the following operating systems: (i) Windows operating system version Windows 7 or newer; (ii) Apple operating system version OS X 10.6 (“Snow Leopard”) or newer; or (iii) any version of Android operating system.
- Home Routers (wired or wireless), modems.
- External Hard Drives.
- Printers and Multifunction Printers (collectively referred to as “printer” or “printers”).

Home Entertainment:

- LCD, Plasma, OLED, or LED televisions (collectively referred to as “television”). Televisions include the remote control contained inside the original TV packaging and universal remote controls (collectively referred to as “television(s)").
- Gaming Systems including controllers (collectively referred to as “gaming system”).
- DVD Player, Blu-Ray Player and portable DVD players (collectively referred to as “DVD Players”).
- Home Theater system, including a receiver, sound bar, speakers, Blu-Ray player, amplifier/decoder, subwoofer and tuner (collectively referred to as “home theater system in a box”).
- Bluetooth and WiFi enabled speakers.
- Audio/Video Streaming Devices.
- Headphones.
- Speakers that are integrated with a virtual voice assistant.
- Gateways.
- WiFi Access Points and WiFi Extenders.
- Virtual Reality Headsets.

Smart Home Products:

- Smart Device Hubs.
- Smart Thermostats.
- Smart Door Locks.
- Smart Home Security Cameras, Panels and Sensors, not monitored.
- Smart Video Doorbells.
- Smart Carbon Monoxide Detector.

All of the “Smart” products above must utilize one (1) of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.

Wearables:

- Health and fitness bands.
- Smart watches.

b. CARRY-IN SERVICE: If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered product.

c. ON-SITE SERVICE: If the covered product requires on-site service, an adult eighteen (18) years or older must be present during the time of service. You must provide a safe, non-threatening environment for our technicians to receive on-site service. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered products reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.

d. REPAIR DEPOT SERVICE: If the covered product is not eligible for on-site service, it may be sent to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.

e. REPLACEMENT PRODUCTS & REIMBURSEMENTS: If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product to us as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original covered product.

VI. HOW TO MAKE A CLAIM: In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins, you may file a claim by going online to www.asurion.com/optimum twenty-four (24) hours a day, seven (7) days a week or by calling (844) 218-2846 between the hours of 7AM -11PM ET daily. **You must file your claim with us prior to having service for coverage to apply; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim facilitation form. You will be provided with instructions on how to send the completed claim form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, or discovery by us of fraud or material misrepresentation made by you or with your knowledge in obtaining coverage or in the presentation of a claim including but not limited to filing a claim for a product not belonging to you, may result in claim denial and/or cancellation of this Plan upon immediate notice. The cost to repair or replace the covered products cannot exceed the available balance of funds under the aggregate claim limit as set forth in Section X. All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

VII. INTERNATIONAL SERVICE: Service under this Plan is not available outside of the United States.

VIII. SERVICE FEE: In the event your covered product experiences a breakdown, you must pay a non-refundable service fee as shown in the service fee schedule below, plus applicable taxes. The service fee must be paid to us and received in advance of service being provided and may be paid with a valid debit or credit card. A service fee does not apply to the repair or replacement of an original remote control, game controller, monitor, keyboard, mouse, modem, external speakers (wired), Gateways, DVD Players, Audio/Video Streaming Devices, External Hard Drives, Smart Device Hubs, Routers, WiFi Access Points, WiFi Extenders, Smart Carbon Monoxide Detector or Smart Home Security Sensors, however, the associated costs will apply toward your aggregate claim limit under Section X.

Covered Products or Services	Service Fee
PCs, Printers, TVs, Gaming Systems, Home Theater System in a Box, Bluetooth and WiFi enabled speakers, Virtual Reality Headsets	\$99
Smart Thermostats, Smart Video Doorbells, Smart Home Security Cameras and Panels, Smart Locks, Health and Fitness Bands, Smart Watches, Headphones	\$49
Speakers integrated with a virtual voice assistant	\$29
Installation service for one of the following products: TV, Smart Door lock, Smart Thermostat, Smart Home Security Camera or Smart Video Doorbell	\$49

IX. PAYMENT: You agree to pay the monthly term fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly term fee, plus applicable taxes, will be billed on a monthly basis on your seller bill. Non-payment by you will result in cancellation of the Plan.

X. PLAN LIMITS OF LIABILITY:

a. PER CLAIM LIMIT: The maximum amount we will pay for any single claim on a covered product is \$2,000.00; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with replacement product; (iii) reimbursement for authorized repairs or replacement; or (iv) the replacement value of the covered product, as determined by us up to the per claim limit of this Plan of \$2,000.00.

b. AGGREGATE CLAIM LIMIT: The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of your first claim.

c. IF YOU MEET OR EXCEED THE AGGREGATE LIMIT: In the event you reach the aggregate claim limit and the covered product requires additional repairs, we may be able to provide you with information on how to get the covered product repaired, however, we will not be responsible for any costs related to these repairs.

d. IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN: If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you re-enroll.

XI. EXCLUSIONS: This Plan does not cover the following:

a. Consequential, incidental, or indirect damages or losses, including but not limited to: loss of use, loss of business, loss of profits, loss of data, down-time, and charges for time and effort;

b. Pre-existing conditions at the time of your enrollment in this Plan or breakdowns prior to your coverage effective date under this Plan;

c. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of covered products, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, accessories (except as otherwise stated herein);

- d. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;
- e. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
- f. Breakdown caused by acts of God or other disaster (whether natural, man-made, local or catastrophic), abuse, acts of war, civil disorders, corrosion, dirt, mold, earthquake, fire, hail, insects or other animals, liquid immersion, malicious mischief, misuse, negligence, nuclear accident, riot, rust, sand, smoke, storm, terrorist attack, vandalism, and wind;
- g. Costs associated with installation or uninstallation of any covered product with the exception of the costs that are directly associated with the services provided under this Plan;
- h. Products that are not owned by you, leased and rented products, or products that are not customarily located in your enrolled service address;
- i. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when product is located at our designated repair location;
- j. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;
- k. Covered products whose serial number has been altered or removed;
- l. Theft or loss of the covered product;
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance, or use of the product;
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- o. Parts intended for periodic replacement including, but not limited to: adapters, batteries, bulbs, external power supplies, styluses, antennas, cartridges;
- p. Covered products primarily located outside the United States;
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
- r. Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program;
- s. Burned-in images and pixel failure within designed specifications or that do not materially alter the product functionality;
- t. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software;
- u. Custom-built PCs;
- v. Products for commercial use.

XII. RENEWAL: This Plan renews month-to-month unless cancelled.

XIII. TRANSFER: This Plan is not transferable.

XIV. CANCELLATION: This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at P.O. Box 1818, Sterling, VA 20167 or by calling Optimum at (516) 364-8400 (for NY, NJ, or CT customers) or (888) 822-5151 (for all other customers). This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly fee due under this Plan, this Plan will be cancelled immediately without notice. If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the monthly Plan fee, less the cost of any claims that have been paid or repairs that have been made. In Alabama, Arkansas, California, Colorado, District of Columbia, Georgia, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Upon any cancellation by you, us, or the administrator, after the coverage effective date, you will have coverage provided at no cost for an additional thirty (30) days after the date of cancellation of this Plan. All claims under this Plan must be reported to us within sixty (60) days after cancellation of the Plan.

XV. INSURANCE SECURING THIS PLAN: This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606 in the following jurisdictions: AL, AR, CA, CO, CT, DC, FL, GA, HI, IL, IN, KY, MA, ME, MN, MO, MT, NC, NH, NJ, NV, OH, OK, OR, SC, TX, UT, VT, VA, WA, WI, and WY and all other jurisdictions as required by law. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Allianz Global Risks US Insurance Company

directly at 1-800-831-4262 to report your claim. In New York, our obligations under this Contract are insured under an insurance policy issued by Fireman's Fund Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606. If we fail to act on your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired you may contact Fireman's Fund Insurance company directly at 1-800-227-1700 to report your claim.

XVI. CHANGES TO THE PLAN: WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN, OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

XVII. LIMITATION OF LIABILITY: IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR, OR SELLER BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF, OR CONNECTED TO, THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF COVERED PRODUCT UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE, OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

XVIII. FORCE MAJEURE: We are not responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.

XIX. NON-WAIVER: Our failure in any circumstance to require strict compliance with any term or condition in this Plan will not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition in this Plan.

XX. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this Arbitration or Small Claims Court Agreement (referred to as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above); and (2) the seller (as defined above) and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at (844) 218-2846. 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 THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved 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 or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.

- We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as 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. is null and void.

XXI. STATE CHANGES: IF YOU RESIDE IN ONE OF THE FOLLOWING STATES, THESE PROVISIONS APPLY TO YOU:

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 claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the seller, its assignees, subcontractors, and/or representatives, or to any conditions that the Obligor or seller knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. The fourth sentence of the **CANCELLATION** section is deleted and replaced with the following: "If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax; or (b) by you after thirty (30) days of the receipt of this Plan, or cancelled by us or the administrator at any time, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the term Plan fee." Item (d) of the **EXCLUSIONS** section is deleted and replaced with the following: **"Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel while owned by you."**

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the fourth sentence of the **CANCELLATION** provision is deleted and replaced with the following: "If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made." We may only cancel this Plan before the end of the agreed Plan term for nonpayment of the Plan fee, fraud or material breach by you to us, or the Plan being discontinued by us or the seller.

The term and monthly billing for this Plan begins on the date you enroll and continues to renew on a month-to-month basis unless cancelled. You may cancel this Plan at any time for any reason by contacting us at (888) 822-5151 or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. This Plan is offered on a month-to-month basis; seller may offer other service contract programs and benefits which may be provided to you by the seller. We obtained your affirmative consent to the continuous monthly term of this Plan when you enrolled in the Plan.

In California, the form number for use under this Plan is as follows:

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CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator 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 complaint must contain a description of the dispute, the purchase price of the products, the cost of repair of the products and a copy of this Plan.

FLORIDA RESIDENTS: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing. The fourth sentence of the **CANCELLATION** section is deleted and replaced as follows: "If the Plan is cancelled: (a) by you within thirty (30) days of the receipt of this Plan, you will receive a full refund of all monthly Plan payments made by you under this Plan, including sales tax, or (b) by you after thirty (30) days of the receipt of this Plan, you will receive a refund equal to 100% of the pro-rata amount of the unearned portion of the term Plan fee." If this Plan is cancelled prior to the end of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan 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 of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision does not preclude you from bringing issues to the attention of federal, state, or local agencies 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 and class arbitrations or other similar proceedings. Nothing contained in the arbitration provision will affect your right to file a direct claim under the terms of this Plan against Allianz Global Risks US Insurance Company pursuant to O.C.G.A. 33-7-6.

MAINE RESIDENTS: The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon fifteen (15) days' notice to you."

MINNESOTA RESIDENTS: The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon five (5) days' notice to you."

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; 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 Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If You fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon fifteen (15) days' notice to you." In the fourth sentence of the **CANCELLATION** section, "administrative fee" is deleted and replaced with "cancellation fee." If we fail to pay the cancellation refund as stated in the cancellation provision, the penalty will be 10% of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The following language is added to Section XI (d) of Exclusions section: "if the products are modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by this Plan." Contact us at (844) 218-2846 with questions, concerns, or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW JERSEY RESIDENTS: This Plan is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

NEW HAMPSHIRE RESIDENTS: Contact us at (844) 218-2846 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: (603) 271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the 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 Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan. Notice of cancellation will be made with fifteen (15) days' notice to you.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the products. We may non-renew, but may only cancel this Plan prior to the expiration of the term for non-payment by you or for violation of any of the terms and conditions of this Plan.

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199295.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors, and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at (844) 218-2846. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

SOUTH CAROLINA RESIDENTS: Contact us at (844) 218-2846 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, complaints or questions about this Program may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000., Columbia, SC 29201, or (800) 768-3467.

TEXAS RESIDENTS: If you purchased this Plan in Texas, unresolved complaints concerning us or questions 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 (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

UTAH RESIDENTS: NOTICE: This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The second and third sentences of Section XIV. **CANCELLATION** are deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation. If you fail to make any payment or charge due under this Plan, we may cancel your coverage by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible."

WASHINGTON RESIDENTS: The third sentence of the **CANCELLATION** section is deleted and replaced with the following: "If you fail to make any payment for this Plan or any charge provided for in this Plan, coverage will cease upon twenty-one (21) days' notice to you." Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. If we fail to act on your claim, you may contact Allianz Global Risks US Insurance Company directly at 888-864-0428. You are not required to wait sixty (60) days before filing a claim directly with Allianz Global Risks US Insurance 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 upon five (5) days' notice to you 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. The fifth and sixth sentence of the first paragraph of the **ARBITRATION OR SMALL CLAIMS COURT 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, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS."** and **(2)** the sentence "Is governed by the Federal Arbitration Act." of Section XX, sub-section (1)(b) is deleted in its entirety.

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or seller, or a substantial breach of duties by you relating to the seller service or its use. The **ARBITRATION OR SMALL CLAIMS COURT AGREEMENT** provision in this Plan 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 will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns from which you purchased this Plan.

Administered by:
Asurion Services, LLC
Asurion Technology Services of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-1340
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Customer Name: _____

Customer Address: _____

PREMIER TECHNICAL SUPPORT

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

Premier Technical Support is an optional monthly plan available to current residential Optimum Subscribers which includes (a) technical support services for devices within your immediate household that can connect to your wireless network ("**Support Services**"), and (b) access to Asurion Support Application mobile ("**Support App**"). The Support Services and Support App may be referred to, collectively, as "**PTS**," the "**Services**" or the "**PTS Plan**."

Optimum is pleased to provide Premier Technical Support ("**PTS**") to Subscribers in accordance with this Terms of Service ("**TOS**"), which incorporate and include the [General Terms and Conditions of Service](http://www.optimum.com/terms-of-service/residential) at www.optimum.com/terms-of-service/residential, [Additional Terms of Service for Optimum TV](http://www.optimum.com/terms-of-service/residential/television) at www.optimum.com/terms-of-service/residential/television, [Additional Terms of Service for Optimum Internet](http://www.optimum.com/terms-of-service/residential/internet) at www.optimum.com/terms-of-service/residential/internet and [Optimum Phone Terms of Service](http://www.optimum.com/terms-of-service/residential/phone) at www.optimum.com/terms-of-service/residential/phone, the [Customer Privacy Notice](http://www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy) at www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy, as applicable, and as such may be updated from time to time (collectively, the "**Terms of Service**"). In the event of any conflict between this TOS below and the Terms of Service, the Optimum Terms of Service shall control.

Subscriber's use of PTS shall be deemed acknowledgment that Subscriber has read and agreed to these terms of service. Any Subscriber who does not agree to be bound by these terms should immediately stop their use of PTS and notify the Customer Service Department to terminate the account. This is a legally binding document.

1. DEFINITIONS:

In the TOS: (a) "Optimum", "We," "Us" and "Our" means CSC Holdings, LLC and its respective parents, subsidiaries, branches, affiliates, third-party providers, agents, contractors, employees, successors and assigns; and (b) "Subscriber," "You" and "Your" mean an individual who accesses or uses PTS, as well as any person or entity represented by that individual.

2. SUPPORTED DEVICES:

The Premier Technical Support Services (the "**Services**") are available for all the devices that can connect to your wireless network ("**Supported Devices**").

3. SCOPE OF THE SERVICES:

The Services only include (a) technical support for the Supported Devices and the operating systems and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the Supported Devices with other devices and services manufactured to be compatible with the Supported Devices or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Supported Devices; (b) diagnostic support not related to Your Supported Devices; (c) modification of Original Equipment Manufacturer ("**OEM**") software; (d) installation of third-party software or OEM drivers not supported by Your Supported Devices; (e) installation of non-sanctioned applications; or (f) data migration from device to device.

4. SUPPORT APP:

The Support App is provided by Asurion Mobile Applications, LLC ("**Asurion**"). In order to download and use the Support App, you must agree to Asurion's end-user license agreement for Optimum Subscribers available at www.asurion.com/asurion-app-eula/ and privacy policy available at www.asurion.com/privacy-notice/. The Asurion privacy policy is separate and apart from the Optimum Customer Privacy Notice in paragraph 10 below.

5. FEES AND CANCELLATION POLICY:

A. **Fees:** PTS Subscribers agree to pay the applicable monthly fee and if it applies, a cancellation fee. Plan fee will be billed monthly in advance for as long as Subscriber remains in the plan.

6. COMMERCIALLY REASONABLE EFFORTS:

We will use commercially reasonable efforts to provide you with PTS. This means that if we are unable to resolve the issue related to your supported device after making commercially reasonable efforts, we have the right and sole discretion to refuse to take further efforts to do so. 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 Your issue. Some technical problems that You encounter when using Your Supported Device may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your issue.

7. REPRESENTATIONS AND AUTHORIZATIONS:

When seeking service, you represent that You are the Named Account Holder or an Authorized User on the account, as well as any software on it or any device connected to Your Supported Device. When seeking service, You (a) expressly consent to technical support personnel remotely accessing Your Supported Device and the data thereon through use of software or other means; and (b) authorize Us to effect changes to Your Supported Device, to the extent necessary and acknowledge and agree that such changes may be permanent and irreversible.

8. REMOTE ACCESS:

To receive PTS, You may be required to download and/or run certain software applications ("**Software**") on Your Supported Device and/or on any device connected to or used in connection with Your Supported Device. The Software may include remote access tools that allow us to remotely access Your Supported Device and any device connected thereto, as well as the contents thereon. You agree that any remote access of Your Supported Device in connection with providing the Services may be recorded for quality control purposes, including video capture of the remote access session. You also 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 these 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 PTS.

9. BACK-UP:

It is your responsibility to back-up the software and data that is stored on Your Supported Device or devices connected to or used in connection with Your Supported Device, and we are not responsible for any loss, alteration, or corruption of any software or data. We may decline to provide service to you if we determine that You have not taken appropriate back-up measures.

10. PRIVACY PRACTICES & PASSWORDS:

The Customer Privacy Notice available at asur.me/optimumprivacypolicy explain our policies with respect to the collection, use and disclosure of information related to or derived from Subscribers' use of PTS. Please read the privacy notice carefully and completely. It is incorporated by reference into these TOS, and by using PTS, You consent to the collection, use and disclosure of your information as set forth in the notice. If you know or suspect that the passwords associated with or stored on Your Supported Device have been available to or accessed by anyone as a result of your use of PTS, You should immediately change or reset those passwords.

11. COSTS AND DATA USAGE CHARGES:

In some circumstances, you may need to purchase additional equipment or software to receive the full benefit of PTS, and you may incur data usage charges when using PTS. 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.

12. TERMINATION BY OPTIMUM:

Optimum may, at its option, terminate this Agreement for any reason whatsoever, including, but not limited to, if Subscriber or any user of Subscriber's account or services violates or breaches this Agreement and/or any Optimum or Third Party Provider terms of service and agreements incorporated herein by reference, in all cases as determined in Optimum's sole good faith discretion. Additional grounds for termination include, for example, when a Subscriber's credit card issuer refuses a charge or any other payment method fails.

13. VIOLATIONS OF THIS AGREEMENT:

It shall be a violation of this Agreement for Subscriber or any user of Subscriber's account or services (i) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (ii) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

- A. Subscriber or any user of Subscriber's account or services fails to abide by Optimum's rules and regulations or to pay the charges billed;
- B. Subscriber or any user of Subscriber's account or services fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
- C. Subscriber or any user of Subscriber's account or services engages in any illegal or prohibited activity in connection with their use of any Optimum Service;
- D. Subscriber or any user of Subscriber's account or services harasses, threatens or otherwise abuses any Optimum employee or agent;
- E. Subscriber or any user of Subscriber's account or services refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
- F. Excessive Subscriber use or contact for non-technical support or other customer support not within the scope of the Services, determined in the sole good faith discretion of Optimum.

14. EFFECT OF TERMINATION BY OPTIMUM:

Subscriber agrees that in the event of termination by Optimum, Optimum and all Third-Party Providers shall have no liability to Subscriber or any user of Subscriber's account or services. Failure of Optimum to remove Equipment, if applicable, shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

Additionally, unless expressly prohibited by law, Subscriber also understands and agrees that in the event of termination by Optimum, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Optimum Services by Subscriber or any former user of Subscriber's account or services.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

- A. Subscriber expressly agrees that the use of PTS Service, as well as the purchase, download, or use of any thirdparty service or product provided by or accessed through the Service, is at Subscriber's sole risk and Subscriber acknowledges that this Service and these materials are provided "as is" and "as available" for Subscriber's use, without warranties of any kind, whether express or implied, including, without limitation the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Neither Optimum nor any third-party provider of services or products, makes any representations or warranties with respect to any service offered through PTS, and Optimum shall not be party to nor responsible for monitoring any transaction between Subscriber and other third-party providers of products or services outside the terms of these TOS.
- B. Unless otherwise specifically provided in these Term and Conditions, Optimum and any of its third-party providers will not be liable to the Subscriber or to any third party for:
- any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities, failure to transmit or receive any data, loss, misuse or disclosure of data or confidential information, loss of privacy, corruption or loss of data, failure to receive or backup your data (or archived data), and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with the use of PTS Services or provided third party services by the Subscriber or any other use of the Services including without limitation, any damage resulting from or arising out of the Subscriber's reliance on or use of the PTS Services, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of the PTS Services; and
 - any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of the PTS Services by the Subscriber or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party. This limitation applies to the acts, omissions, negligence and gross negligence of Optimum, its officers, employees, agents, contractors, third party providers, or representatives which, but for this provision, would give rise to a cause of action against Optimum in contract, tort or any other legal doctrine.

16. ARBITRATION:

The arbitration provision applicable to Optimum Subscribers may be found in Section 24 of the General Terms and Conditions of Service at www.optimum.com/terms-of-service/residential and is hereby incorporated by reference.

17. INTELLECTUAL PROPERTY RIGHTS:

You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with PTS are the exclusive property of Optimum or its third party providers, and all such rights not expressly granted to You in these TOS are hereby reserved and retained by Us. If You submit comments or ideas about PTS, including ways to improve PTS 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 Optimum 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.

18. ASSIGNMENT:

These TOS and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Optimum, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

19. SEVERABILITY & WAIVER:

If any term of these 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 these TOS. Any failure to enforce a right or term of these TOS shall not be deemed a waiver of that right or term.

20. CHOICE OF LAW:

These TOS shall be exclusively governed by, and construed in accordance with, the laws of the State of New York.

21. ENTIRE AGREEMENT:

This TOS constitutes the entire agreement between the Subscriber and Optimum for PTS. No undertaking, representation or warranty made by any agent or representative of Optimum in connection with the PTS Services shall be binding on Optimum except as expressly included herein.

22. AMENDMENT:

Optimum may, in its sole discretion, change, modify, add or remove portions of these TOS at any time. Optimum may notify Subscriber of any such changes to these TOS by posting notice of such changes on the Optimum website, as applicable, or sending notice via e-mail or postal mail. The Subscriber's continued use of the Services following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of these TOS, Subscriber must immediately cease using the PTS Services and notify Optimum that Subscriber is terminating the Services.