

Optimum Mobile Service Contract

Service Contract Terms and Conditions

optimum.
mobile

asurion

Optimum Mobile Service Contract Key Terms and Conditions

Optimum Mobile Service Contract	Monthly Charge (per enrolled mobile number): Tier 1 - \$2.40; Tier 2 - \$7.10; Tier 3 - \$8.20.
Billing	Your Protection Plan will continue to renew monthly until canceled. Monthly charges are billed to your monthly wireless bill. Applicable service fees are paid by credit card at time claim is approved. All applicable taxes and surcharges extra.
Covered Incidents	Service Contract: Accidental Damage from Handling (ADH) from day 1, and mechanical and electrical breakdowns (malfunction) due to defects in materials or workmanship or normal wear and tear after the manufacturer's warranty expires. For coverage to apply to a mobile device, you must own or lease the device and have used (logged voice or data use) that device on your enrolled wireless line after initial enrollment. Coverage applies to only one device at any given time and the covered device will be your most recently used device on your wireless line at the time of the loss.

Service Fees

A nonrefundable service fee will be charged at the time of approved claim, payable by credit card. Amounts may vary by tier as determined by device model.

	TIER 1	TIER 2	TIER 3
SERVICE CONTRACT SERVICE FEES			
Cracked Screen Repair (Accidental Damage from Handling) ¹	\$29	\$29	\$29
Accidental Damage from Handling Replacement (other than Cracked Screen Repair)	\$40	\$99	\$99
Malfunction	\$0	\$0	\$0
Battery Replacement²	\$0	\$0	\$0

Terms and conditions are subject to change and contain limitations and exclusions.

The Asurion Privacy Policy is available at <https://www.asurion.com/privacy-notice/>

¹ Cracked screen repair is available for select smartphones subject to parts, location and technician availability. This benefit is provided by the service contract program.

² Available for eligible devices outside of the manufacturer's warranty period that power on but fail to hold an adequate charge after diagnostic testing. Available for select devices in select areas subject to parts, location and technician availability. This benefit is provided by the service contract program.

Sample Device Schedule

Below are devices eligible for enrollment. This list may change from time to time. For an up to date list of covered devices, go to [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile).

You can also check [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile) anytime your device changes for your applicable service fees, and monthly charge.

TIER 1	TIER 2	TIER 3
Galaxy A13 64GB	Galaxy S22 128GB	Galaxy S23 Plus 5G 256GB
Galaxy A14 64GB	Galaxy S23 128GB	Galaxy S24 Ultra 5G 256GB
Galaxy A15 128GB	Galaxy S24 128GB	Galaxy Z Flip5 5G 256GB
Galaxy A32 5G 64GB	iPhone 12 64GB	Galaxy Z Fold5 5G 256GB
Galaxy A53 5G 128GB	iPhone 13 128GB	iPhone 14 Pro Max 256GB
Moto G Play 32GB	iPhone 14 Plus 128GB	iPhone 15 Pro Max 256GB
	iPhone 15 128GB	iPad Pro 11 2024 256GB
	iPad Mini 8.3 2021 64GB	iPad Pro 13 2024 256GB
	iPad 10.9 2022 64GB	
	iPad Air 11 2024 128GB	
	iPad Air 13 2024 128GB	

Replacement Device	Claims fulfilled with a replacement device and approved by 1am ET Mon-Sat (11am Sun) will be shipped and in most cases delivered the next day. Replacement devices may be new or refurbished of the same or like kind and quality model. Phone color, brand, model and features may be different.
Covered Device	Includes the wireless device and, if part of the covered loss, standard battery, standard charger, and SIM card.
Service Contract: Screen Repair for Eligible Devices	As soon as same-day screen repair may be available for eligible devices in limited areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For eligible devices, visit www.asurion.com/claims/optimummobile .
Claims Limits	Service Contract: Three (3) ADH claims (excluding cracked screen repairs) per consecutive 12-month period. \$2,500 maximum value per claim.
Cancellation Policy	You may cancel your optional coverage at any time and receive a prorated refund of any unearned monthly premium/charge.
Arbitration	Program coverage contains binding arbitration (express state exemptions may apply; please see your terms and conditions).

Service Fees

A non-refundable service fee will be charged for each approved service contract claim. Amounts are based on device tier and claim type. For eligible devices by tier, see the list on page 4. For a full list of devices by tier, call Asurion at 866-395-4289 or visit [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile). Please visit [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile) and refer to your terms and conditions anytime your device changes.

Repair for Cracked Screens¹

- Enjoy as fast as same-day screen repair for \$29 per claim for eligible devices.
- Repair options for eligible smartphones may include: getting a repair at an Asurion authorized repair location, having a technician come to you, or getting a repair by mail—subject to parts, technician and location availability.
- Repaired devices get a 12-month limited warranty.
- For eligibility, including the latest models, visit [asurion.com/claims/optimummobile](https://www.asurion.com/claims/optimummobile). Eligible devices and available markets are subject to change at any time.
- Available on eligible smartphones that have a cracked front screen only (damage to the back glass or other damaged components beyond the front glass are not eligible for cracked screen repair).

Device Replacement

- Enjoy as fast as next-day replacement for eligible devices (subject to parts, location, and technician availability).
- The replacement device will be the same make/model you claim if available. If unavailable, a comparable make/model will be substituted.
- Claims may be fulfilled with new or refurbished equipment and may contain original or non-original parts. Replacement devices may be a different brand, model or color. Compatibility of accessories is not guaranteed.
- Your replacement device comes with a 12-month limited warranty.

¹ Cracked screen repair is available for select smartphones subject to parts, location and technician availability.

Important Disclosures

Dispute Resolution/Binding Arbitration

BINDING ARBITRATION: WHILE WE TRY AND RESOLVE DISPUTES, SERVICE CONTRACT TERMS AND CONDITIONS CONTAIN A MANDATORY BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED) TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE SERVICE CONTRACT. THE ARBITRATION AGREEMENTS DO NOT PREVENT YOU FROM INFORMING FEDERAL, STATE OR LOCAL AGENCIES OF ANY DISPUTE. IF YOU DO NOT AGREE TO SUBMIT DISPUTES TO BINDING AND INDIVIDUAL ARBITRATION, OR YOU DO NOT AGREE TO ANY OTHER PROVISION OF THE ARBITRATION AGREEMENTS, YOU SHOULD NOT ENROLL IN WIRELESS PHONE PROTECTION PRODUCTS

Electronic Communications

Program communications, including legal notices and terms and conditions, may be sent to you electronically using the last email address on file with Optimum, the mobile number identified in the Optimum system as the account owner and/or any other email address or mobile number you provide to Optimum or Asurion, unless prohibited by state law. If electronic delivery is not possible, this information will be mailed to you. Legal notices will not be sent to New York customers electronically.

Cancellation Policy

You may cancel your optional coverage at any time by calling Optimum at 866-200-7186 and receive a prorated refund of your unearned monthly charge.

Service Contract

The Service Contract is the entire agreement between you and provider company, as applicable, and contains the complete terms and conditions of the coverage.

Coverage is Optional

Service Contract coverage is optional, and you are not required to purchase in order to buy Optimum services or devices. Service Contract program enrollment and replacement authorization shall be provided by Asurion Technology Services, Inc, or one of its affiliates, in accordance with the terms and conditions of the Service Contract.

Non-Return Fee

If your device is malfunctioning, you can avoid non-return fees of up to \$1,500 (the fee is based on the cost of the claim to the insurance or obligor company) by simply returning the device as directed by us in the return envelope that we provide to you.

Agreement to Terms and Conditions

You agree to Terms and Conditions, including the Service Contract when you enroll.

How to file a claim:

Just go to **asurion.com/claims/optimummobile**, available 24/7, or call **866-395-4289** (available daily from 7am – 11pm ET).

NOTE: Holidays may affect hours of operation. Claims must be filed within 60 days of the incident.

**Optimum Mobile
Service Contract
Terms and Conditions**

THIS PROTECTION PLAN (“CONTRACT”) IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE CONTRACT CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please call customer service at 844-213-2016 or go online to asurion.com/claims/optimummobile.

Program Provider*:

**Asurion Technology Services, Inc.
Asurion Technology Services of Florida, Inc.**

*As used in this Contract, “We,” “Us,” and “Our” means the provider obligated under this Contract as follows: If this Contract is purchased in Florida, Asurion Technology Services of Florida, Inc.; and if purchased in any other jurisdiction, Asurion Technology Services, Inc., whose address is P. O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. This Contract is only available in the following states: Arkansas, Arizona, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Louisiana, Massachusetts, Mississippi, Missouri, Montana, Rhode Island, South Carolina, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, Virginia, Washington, and West Virginia.

“You” and “Your” means the person who purchased this Contract. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of Optimum at the time of purchase.

These Contract terms, conditions, limitations and exclusions, together with Your monthly bill (“Bill”) from Optimum (the “Contract”) govern the Program, so You should keep this Contract for future reference. Your Optimum wireless telephone number for the Covered Device is Your Contract number. If purchased by phone, internet or other electronic means this Contract is purchased in the state identified in Your billing address in the records of Optimum at the time of purchase.

Agreement. You agree to all the provisions of this Contract when You order the Program and/or pay for it. We may change the monthly charge for the Program, the administration of the Program, or these terms and conditions from time to time, upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, in a separate mailing, or by any other reasonable method, at Our

discretion. By providing Your email address to Us or Optimum, You are authorizing Us to communicate with You electronically. Your continued use of the Program and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Program is available only to customers of Optimum. Your participation in the Program is optional and You may cancel the Program at any time. Please refer to the provision in this Contract regarding cancellation.

Definitions.

1> “Optimum” means CSC Holdings, LLC, through its affiliates CSC Wireless, LLC and CSC Wireless NY, LLC and any affiliates or successors of CSC Holdings, LLC, the seller of the Program. You can write to Optimum at One Court Square, Long Island City, NY 11101 or call 212-382-5300. **2> “Asurion”** means Asurion Technology Services of Florida, Inc. in Florida, and Asurion Technology Services, Inc. in all other jurisdictions. You can write to Asurion at P.O. Box 061078, Chicago, IL 60606-1078 or call 866-856-3882. **3> “Administrator”** means Asurion. **4> “Covered Device”** means a device that We have designated as eligible for coverage under the Program, which is activated for wireless telecommunications service for the enrolled Optimum wireless telephone number on Your account with Optimum on the date the Operational Failure or Accidental Damage from Handling of the Covered Equipment occurs and for which air time has been logged by Optimum as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card. **5> “Operational Failure”** means after the manufacturer’s warranty expires, a mechanical, electrical or structural failure of the Covered Equipment to operate due to defects in materials or workmanship, including those due to normal wear and tear, and/or the standard battery’s capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on Asurion.com/optimummobile. **6> “Accidental Damage From Handling” (“ADH”)** means from the date of enrollment, unintentional or accidental damage that occurs in the course of normal use or handling. **7> “Replacement Device”** means the new or refurbished wireless device of comparable kind and quality to the Covered Equipment which We provide to You in the event of a covered Operational Failure or ADH of the Covered Equipment. **8> “Date Issued”** means for devices that enrolled within thirty (30) days of activation, the date You enrolled in coverage under this Program. For devices that enrolled after thirty (30) days, means the date You activated Your device. **9> “Program”** means the Optimum Mobile Protection Plan described in this Contract **10> “Authorized Service Provider(s)”** mean a location designated by Us as authorized to provide repairs or Replacement Equipment.

What is Covered. If the Covered Device fails due to an Operational Failure or ADH, We will repair it, or, at Our sole option, replace it with a Replacement Device. Non-original parts may be used for repair or replacement of the Covered Device. You are not entitled to receive cash, though We may elect to provide a cash settlement for the cost to replace the Covered Device, as determined by Us, in lieu of actual replacement or repair of the Covered Device. If the standard battery's capacity to hold an electrical charge fails to meet the applicable performance threshold as shown on asurion.com/claims/optimummobile, We will repair, or, at Our sole option, replace an unlimited number of standard batteries. If failure occurs in the standard battery, standard charger, and/or Subscriber Identification Module (SIM) Card in conjunction with the Operational Failure or ADH of the Covered Device, We will also repair, or, at Our sole option, replace one (1) standard battery, one (1) standard charger(s), and/or one (1) Subscriber Identification Module (SIM) Card(s), as applicable. THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED.

Replacement Equipment will be NEW OR REFURBISHED, at Our sole discretion. The wireless device included with the Replacement Equipment immediately becomes the Covered Device. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Device that We replace.

Contract Period. Your coverage begins on the date You enrolled in the Program and continues month to month unless cancelled or fulfilled pursuant to the provisions below. We may elect not to renew the Program upon thirty (30) days written notice to You. The Program is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits as outlined in the "Definitions" provision during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Program continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Program's terms and conditions.

Charges. You will be billed once each month for the cost of this Contract on Your monthly billing statement from Optimum. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, sales taxes, and regulatory surcharges and assessments, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Device.

To Obtain Service. At Our sole discretion, We will provide for claim fulfillment at Our repair centers, select Authorized Service Providers, by mail, or by sending a remote technician to Your location. You may visit asurion.com/optimummobile twenty-four

(24) hours a day, seven (7) days a week or call 844-213-2061 between 7am – 11pm ET seven (7) days a week. We may require You to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Program. Repair centers and remote technicians may not be available in Your area and may not be utilized by the Program. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered.

You must file Your claim within sixty (60) days of an ADH or Operational Failure. If You fail to file Your claim within sixty (60) days, We may deny You coverage.

In the event We arrange for the repair of Your Covered Device, You may be required to mail or deliver Your Covered Device for repair as directed by Us. If We arrange for the replacement of Your Covered Device, We will provide the Replacement Device by mail within ten (10) business days, or We may require You to pick up the Replacement Device at a retail location in Your area. We may require You to provide a government issued photo i.d., other than a professional or student license or i.d.

Claim Limit. A maximum of unlimited cracked screen repairs, battery replacement and Operational Failures and three (3) ADH claims will be allowed in any twelve (12) month period. For any single claim, the maximum amount We will spend to replace or repair the Covered Device is \$2,500.00.

Claim Service Fee/Deductible. For covered claims, a non-refundable claim service fee, and any applicable taxes, is payable at the time of claim as set forth in the schedules below:

Covered Device Tier:	ADH Cracked Screen Repair:	ADH Replacement:	All other Operational Failures (excl. battery repair/replacement):	Battery Repair/Replacement:
Tier 1	\$29.00	\$40.00	\$0.00	\$0.00
Tier 2	\$29.00	\$99.00	\$0.00	\$0.00
Tier 3	\$29.00	\$99.00	\$0.00	\$0.00

Replaced Device/Non-return Charge. A Covered Device approved for replacement must be returned to Us. You will be required to return the failed Covered Device to Us at Our expense within fifteen (15) days day(s) of delivery of the replacement product, in the return mailer that was shipped to You. You must return the Covered Device as directed by Us and according to the instructions, including the instructions to unlock the Covered Device, included in the return mailer, or pay a non-returned Device charge based on the model of Covered Device that We replace. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED DEVICE AS DIRECTED.**

Charge for Non-Covered Claims. If We ship You a Replacement Device, We will notify You in writing within ten (10) days of the return of the replaced Covered Device and will notify You if We determine the returned Covered Device did not suffer ADH or an Operational Failure covered by the Program. A non-covered claim charge applicable to the model of Replacement Device We provided will be applied to Your Bill unless You return the Replacement Device, in good working order, at Your cost of shipping within ten (10) days of Our notification. If You return the Replacement Device as required by this Contract, We will return to You Your original Covered Device and a \$15.00 shipping and restocking charge will be included on Your Bill.

What is not Covered.

The Program does not cover:

1> **Incidental or consequential damages, 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, except as otherwise stated herein;** 2> **damage resulting from acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements;** 3> **loss, theft, abuse, misuse, intentional damage, damages caused by third-party actions, improper installation, or customer negligence;** 4> **pre-existing Operational Failures or ADH of the Covered Device occurring before the time it was established as the Covered Device;** 5> **changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Covered Device however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the Covered Device;** 6> **any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs, or inherent defects that are the responsibility of the manufacturer; and** 7> **service or replacement outside of the USA and outside of the District of Columbia.**

Further, Covered Device does not include and the Program does not cover:

1> **Contraband or property in the course of illegal transportation or trade;** 2> **Property in transit to You from anyone other than Us;** 3> **Battery chargers (one (1) standard charger will be provided with Replacement Device on approved claims for replacement of the Covered Device if the charger has also failed)** 4> **Any accessories, (except as otherwise provided with respect to standard batteries, standard battery chargers, and SIM Card), 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.** 5> **Unauthorized modifications, alterations,**

or repairs, including the use of third-party parts not provided or certified by the manufacturer. 6> Covered Device that is missing any part or parts.

Cancellation. This Contract is provided on a month-to-month basis and may be cancelled by You at any time for any reason by notifying Optimum. This Contract may be cancelled by Us or Asurion 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 the Contract is cancelled: (a) by You within thirty (30) days of the receipt of this Contract, You will receive a full refund of all monthly Contract payments made by You under this Contract, 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 Contract, 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 Contract fee, including sales tax, less the cost of any claims that have been paid or repairs that have been made. For residents of Arkansas, California, Georgia, Massachusetts, Missouri, Nevada, New Jersey, New Mexico, South Carolina, Texas, Washington and all other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation will include a 10% penalty per month. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless product service with Optimum, or any Optimum feature of Optimum Mobile Protection Plan that You purchase in combination with this Contract, for any reason constitutes cancellation of the Program by You, subject to the terms and conditions of this Contract.

Insurance. This Contract is not an insurance policy, however, Our obligations under this Contract 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: Arkansas, California, Connecticut, Kentucky, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Texas, Virginia, and all other jurisdictions as required by law. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883 to report Your claim.

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control, and in such event, We may cancel this Contract and the Program immediately.

Prohibitions on Transfer and Abuse of the Program. This 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 the Covered Device. Any abuse of the Program by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Program upon notice.

Limitation of Liability. In the event of any error, omission or failure by Asurion or Optimum with respect to the Program or the services provided by Asurion or Optimum hereunder, Asurion and Optimum's RESPONSIBILITY AND LIABILITY 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 ASURION OR OPTIMUM'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL ASURION OR OPTIMUM BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF ASURION OR OPTIMUM HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAM OR ASURION OR OPTIMUM'S PERFORMANCE UNDER THE PROGRAM, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM AND SERVICES TO BE PROVIDED HEREUNDER BY ASURION AND OPTIMUM, 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.

Waiver. No waiver in whole or in part of any term or condition of this Contract will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the Covered Device. We will post the current claim service fee schedule at Asurion.com/claims/optimummobile, or You can ask for the current fee at any Optimum store or by calling 844-213-2061.

Terms and conditions vary for Optimum customers purchasing in some jurisdictions as set forth in this Contract.

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) Optimum (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of Your concerns about this Contract can be addressed simply by contacting Us at 844-213-2061. 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.**

- **This A.A.:**
 - a. Survives termination of this Contract.
 - b. Is governed by the Federal Arbitration Act.
 - c. Covers any dispute You have with us concerning or related, directly or indirectly, to this Contract.
 - 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.
- **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 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.
- **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.

- **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.

If You Reside In One Of The Following States, These Provisions Apply To You:

State specific provisions:

In Arizona: 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 dealer, its assignees, subcontractors and/or representatives, or to any conditions that the dealer knew or reasonably should have known. The Arbitration Agreement of this Contract does not preclude You from contacting the Consumer Protection Division of the Arizona Department of Insurance and Financial Institutions. Item (3) of subsection one (1) of the **WHAT IS NOT COVERED** section is deleted and replaced with the following: "loss, theft, abuse, misuse, intentional damage, damages caused by third-party actions, improper installation, or customer negligence while owned by You."

In California: For all products other than home appliances and home electronic products, the Cancellation section is amended as follows: If the Plan is cancelled by You: (a) within sixty (60) days of the receipt of this Plan, You will receive a full refund of

the price paid for the Plan, including sales tax, 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 service received. 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.

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 866-200-7186, dialing 611 from an Optimum mobile phone or by visiting <https://mymobile.optimum.com/login> or by writing the administrator at: P. O. Box 061078, Chicago, IL 60606-1078. This Plan is offered on a month-to-month basis, Optimum may offer other service contract programs and benefits which may be provided to You by Optimum. 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:

549 (06/20)
v._OPTIMUM1

In Connecticut: 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 product, the cost of repair of the product and a copy of the Contract. In the event Your product is being serviced by an authorized service center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

In Georgia: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Contract is terminated by Us 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. 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 provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude You from

bringing issues to the attention of federal, state, or local agencies or 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, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision shall 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.

In Nevada: If the Contract is terminated, We will not deduct the cost of any claims that have been paid or repairs that have been made from Your refund. If this Contract has been in force for a period of seventy (70) days, We may only cancel before the expiration of the Contract term due to the following reasons: 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 Contract 3) You engage in fraud or material misrepresentation in obtaining this Contract or in filing a claim for service under this Contract; 4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or 5) 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 Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was purchased or last renewed. The fourth sentence of the Cancellation provision is deleted and replaced with the following: "In the event You had a covered claim during the First thirty (30) days, Your refund will be 100% of the pro-rata amount of the unearned portion of the Contract price paid, if any, based upon elapsed time." The following language is added to item (5) of subsection two (2) of the WHAT IS NOT COVERED provision: "if the product is modified or altered without Our authorization, We will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Contract." Contact Us at 844-213-2061 with questions, concerns or complaints about this Contract. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

In New Jersey: This Contract 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.

In New Mexico: If this Contract has been in force for a period of seventy (70) days, We may not cancel before the expiration of

the Contract term, 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 Contract; (3) You engage in fraud or material misrepresentation in obtaining this Contract; (4) You commit any act, omission, or violation of any terms of this Contract after the effective date of this Contract which substantially and materially increase the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Contract and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time You purchased this Contract.

In New York: If Your Covered Device experiences an operational, mechanical, electrical, or structural failure from defects in materials and/or workmanship as a result of normal wear and tear during the manufacturer's warranty period, device set-up for the replacement device you receive, may be available at an Authorized Service Provider by calling 866-395-4289. The following language is added to the Insurance section: "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."

In North Carolina: You understand that the purchase of this Contract is not required to purchase or to obtain financing for the Covered Device. We may non-renew, but may not cancel this Contract prior to the expiration of the monthly term except for non-payment by You or for violation of any of the terms and conditions of this Contract.

In Oklahoma: Coverage provided under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Oklahoma service warranty statutes do not apply to the commercial use references in this Contract. Oklahoma license number: 44199295.

In South Carolina: Contact Us 1-866-856-3882 with questions, concerns or complaints about the Program. In the event You do not receive satisfaction under this Contract, complaints or questions about this Contract may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

In Texas: If You purchased this Contract in Texas, unresolved complaints 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 1-512-463-6599 or 1-800-803-9202. You may

apply for reimbursement directly to the insurer if You cancel this Contract and a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is returned to Us.

Contact Us at 844-213-2061 with, questions, concerns, or complaints about the Contract. If You purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider 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. The Cancellation provision of this Contract is amended to provide that “any refund owed and not paid or credited within 45 days after notice of cancellation is received will include a 10% penalty per month.” The Insurance provision of this Contract is amended to add the following: “If We fail to provide You any refund owed within 45 days of cancellation of this Contract, You may apply for reimbursement to the insurer directly at 1-888-466-7883.” Texas license number: 579

In Washington: If We fail to act on Your claim, You may contact Allianz Global Risks US directly at 1-888-466-7883. You are not required to wait 60 days before filing a claim directly with Allianz Global Risks US.

In Virginia: Contact Us at 844-213-2061 with questions, concerns or complaints about this Contract. In the event You do not receive satisfaction under this Contract within 60 days after Your request, You may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

To obtain a large-type copy of the terms and conditions of this Contract, please go to: asurion.com/optimummobileterms.

Administered by:

Asurion
P.O. Box 1340
Sterling, VA 20167-1340
1-866-856-3882

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