



CSC Holdings, Inc., through its affiliates ("Altice"), provides its mobile service to you ("Subscriber") in accordance with these terms and conditions of Service set forth in this Altice Mobile Service Agreement ("Agreement") and applicable law, which incorporate and include the [Altice Mobile Privacy Policy](#) as such may be amended from time to time, (collectively, "Service Agreement"), all of which may be viewed on this page.

THESE TERMS OF SERVICE 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.

Subscriber's use of the Altice Mobile Service, including all features, applications, and online portals associated therewith (collectively, the "Altice Mobile Service"), shall be deemed acknowledgement that Subscriber has read and agreed to the Service Agreement. Subscriber acknowledges and understands that enrollment in Online Bill Pay and Autopay as set forth in Section 13 below is required in order to activate and maintain the Altice Mobile Service. **IF YOU DO NOT AGREE TO USE ONLINE BILL PAY AND AUTOPAY, YOU MAY NOT PURCHASE ALTICE MOBILE SERVICE.**

Subscriber must activate all Altice Mobile Services ordered. Altice shall have no liability whatsoever if the Subscriber does not activate such Services. Any user who does not agree to be bound by the Service Agreement should immediately stop their use of the Altice Mobile Service and notify Altice's Customer Service Department by sending a message at (<https://www.alticemobile.com>), or take to a store listed at (<https://alticemobile.com/stores>) to terminate the Mobile Service consistent with the **Monthly Charges** policy in Section 13 of this Agreement. You also can return your Device to us in accordance with our return policy, which may be amended from time to time. You will be responsible for a restocking fee as set forth in our return policy displayed at the point of sale. Terms that are initially capitalized but are not defined, will have the defined meaning given to them in the other documents referenced above. Altice may change its prices, fees, the Altice Mobile Service, and/or the Service Agreement. Subscriber's continued use of the Altice Mobile Service after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the change, and the most-recent version of these Service Agreement controls Subscriber's relationship with Altice and Altice's provision of the Altice Mobile Service to Subscriber.

Altice regularly updates and amends the Service Agreement. Subscriber should consult Altice's website (alticemobile.com/legal/terms-and-policies/customer-service-agreement) to ensure Subscriber remains in compliance.

1. **Services Provided:** Subscriber's Altice Mobile Service includes mobile voice and data services for voice calling, messaging and data, access to the "Altice WiFi" network of WiFi access points and the WiFi networks of any third party partners who may provide access to such networks to Subscribers, any optional services Subscriber purchases from Altice, such as international calling and roaming for which additional fees or terms may apply, and any equipment Subscriber purchases from Altice or Altice provides to



Subscriber for use with the Mobile Service, such as a phone, handset, tablet, Subscriber Identity Module ("SIM") card, accessory or other mobile device (collectively, "Device" or "Devices"). Subscriber's Altice Mobile Service plan includes monthly allowances and features, the geographic area(s) or location(s) where Subscriber can use the Mobile Service ("Coverage Area"), and monthly and pay-per-use charges. Subscriber should consult Altice's website at (alticemobile.com/plan) for information concerning Altice's Mobile Service plans. Altice Mobile Service accounts are limited to a maximum of five (5) lines or Devices receiving Altice Mobile Service. Small and Medium business customers are limited to a maximum of ten (10) lines or Devices.

2. **Acceptance:** Subscriber accepts this Service Agreement in any of the following ways: agreeing in writing, by email, online, in person; paying for the Altice Mobile Service or Device; opening the Device packaging containing a summary and reference to the Service Agreement; or activating or attempting to use the Altice Mobile Service or Device. When Subscriber accepts this Service Agreement, Subscriber is representing that Subscriber is at least eighteen (18) years old and legally able to accept a binding contract. If Subscriber is accepting for an organization, Subscriber is representing that Subscriber is authorized to bind that organization, and where the context requires, "Subscriber" means the organization. Subscriber agrees that he or she is responsible for access or use of the Altice Mobile Service and Device, and payment of all charges incurred on Subscriber's account by any user of Subscriber's Altice Mobile Service. By accepting, Subscriber is agreeing to every provision of this Service Agreement whether or not Subscriber has read it.
3. **Cancellation:** Altice Mobile Service shall continue until such time as terminated by Subscriber consistent with the Monthly Charges policy in Section 13 or terminated by Altice for breach (including nonpayment) of the Service Agreement or otherwise terminated by Altice in accordance with the Service Agreement. Subscriber must notify Altice by visiting (alticemobile.com/).

Subscriber is responsible for all charges incurred through the end of Subscriber's Altice Mobile Service, including any remaining Device charges. Nonpayment or cancellation of Altice Mobile Service may affect other services or agreements that Subscriber has with Altice, including promotional bundling packages for other Altice services. If Subscriber cancels Altice Mobile Service all remaining balance for Altice Mobile Service and/or Device balance will be immediately due and included in a final bill. Check your Altice Device Financing Agreement for details on the effect of service cancellation on your device payments.

4. **Altice Mobile Service Functionality:** The Device uses radio transmissions to access the Altice Mobile Service. If Subscriber's Device is not in range of a transmission signal the Altice Mobile Service may not work. Accordingly, actual speeds of the Altice Mobile Service will vary. Altice Mobile Service that relies on location information, such as Enhanced 911 ("E-911"), which can provide the 911 operator with a person's location, and Global Positioning Satellite ("GPS") navigation, depend on a Device's ability to acquire satellite signals (typically not available indoors) and network coverage.



Subscriber may be unable to use his or her Device in any manner, including to call 911, while the Device is receiving a software update until the software update is complete. Subscriber's Device will connect automatically to Altice WiFi hotspots when in range. Altice WiFi is subject to the performance limitations described in [Altice's Broadband Disclosure Information document](#) which is incorporated hereby by reference.

Subscriber's device may automatically connect to other WiFi hotspots, including the WiFi network in your home that is connected to your home Internet service or available third party WiFi hotspots. When Subscriber's Device is connected to the WiFi network in your home that is connected to your home Internet Service such Device is not utilizing the Altice Mobile Service and is subject to the terms and conditions of your home Internet Service. **IF YOUR INTERNET SERVICE AT YOUR HOME IS SUBJECT TO A DATA USAGE PLAN, ALL DATA SENT OR RECEIVED BY YOUR DEVICE (INCLUDING MMS MESSAGES) WHEN CONNECTED TO YOUR HOME WI-FI NETWORK WILL COUNT TOWARDS YOUR MONTHLY INTERNET DATA ALLOCATION, REGARDLESS OF THE ALTICE MOBILE PLAN TO WHICH YOU ARE SUBSCRIBED.** Connection of a Device to other third party WiFi hotspots is subject to the terms and conditions associated with the operator of the hotspots. Connection of a Device to Altice WiFi or other WiFi hotspots is not subject to the usage and network management policies, including any reductions in transmission speed, applicable to Altice's mobile network and described in our [Altice Mobile Service Plan](#) and [Broadband Disclosure Information](#). Disabling the automatic WiFi connection feature may limit the performance and enhanced coverage Altice Mobile provides and may increase your monthly Altice Mobile Service data usage. Increased Altice Mobile Service data usage may impact your performance after you attain certain download levels or amounts.

5. **Mobile Device:** Subscriber's Device must comply with Federal Communications Commission regulations, be certified for use on and compatible with the network which Altice provides Altice Mobile Service.

Devices purchased from Altice may include pre-installed applications or software that manages wireless connections. Altice may change a Device's software, applications, or programming remotely, with or without notice to Subscriber. This could affect how Subscriber has programmed or uses his or her Device. By activating Mobile Service that uses a SIM card, Subscriber agrees Altice owns the intellectual property and software in the SIM card, that Altice may change the software or other data in the SIM card without notice and that Altice may utilize any capacity in the SIM card for administrative, network, business, and/or commercial purposes. Devices may not work with another mobile network and other mobile network operators may not accept a Device on their networks.

Altice is not responsible for any defects, acts, omissions, or other problems with a Device not manufactured by Altice. Check with the Device's manufacturer to determine whether there are any warranties on a Device. Device performance may vary based on Device specifications (for example, a Device's software, memory, and storage), and Device performance may impact access to Altice's Mobile Service.



If Subscriber purchased a Device from Altice, it may have been programmed with a Device or SIM lock which will prevent it from operating with other compatible mobile network operators' services. If Subscriber wishes to use their Device with the service of another mobile network operator or Subscriber wishes to exchange their Mobile Service between two Altice-supported Devices, upon request, Altice will provide reasonable assistance to unlock the Device or to exchange their Mobile Service between the two Altice-supported Devices, provided that Subscriber meets certain criteria, including but not limited to: (a) Subscriber has paid for each Device in full; (b) Subscriber's account has been active for more than sixty (60) days and is in good standing (i.e., it has no past due amount or unpaid balance owed to Altice); and (c) none of the Devices has been reported lost or stolen.

Subscriber is responsible for the security of any Device connected to the Mobile Service, including any data stored on the Device, and maintaining virus and other Internet security protections when accessing third-party products or services. Subscriber is free to download and use content and applications on the Device that are not provided by Altice but at Subscriber's own risk. Some applications provided by Altice as part of the Mobile Service cannot be uninstalled from the Device.

6. **Using Data Service:** Altice's Mobile Service and its Devices may allow Subscriber, among other things, to access the Internet, email, text, take pictures and video, use Altice WiFi, download and play games, video, music, graphics, sound, applications and other materials ("Content"), or send Content elsewhere. Video resolution may be reduced to standard definition depending on the amount of Subscriber's usage or Subscriber's Altice Mobile Service plan as described at (alticemobile.com/plan). Subject to network management practices of Altice and its radio access network operator partner(s), Altice does not control the Content that Subscriber accesses or creates on a Device. Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. Subscriber is solely responsible for evaluating the Content accessed or created by Subscriber or anyone else through the Device and/or the Altice Mobile Service.

Content from third parties may also harm a Device or its Software (defined below). Altice is not responsible for any Content, or any damage caused by any Content, that Subscriber accesses or creates through the Altice Mobile Service, that Subscriber loads on a Device, or that Subscriber requests that Altice representatives' access and load on a Device.

Content from third parties, including any applications that Subscriber downloads, may also be subject to additional terms of service. Policies regarding intellectual property, privacy and other terms of use may differ from Altice's, and Subscriber may be bound by such policies or terms when Subscriber visits such third-party sites, downloads, or uses their services. It is Subscriber's responsibility to read the rules or service agreements with each Content provider or service provider. Any information Subscriber involuntarily or voluntarily provides to third parties is governed by their policies or terms.



ALTICE IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

7. **Software License:** A Device's "Software" includes its software interfaces, documentation, data, Content and applications, as each may be updated or replaced by feature enhancements or other updates. Altice grants Subscriber a non-exclusive and non-transferable license or sublicense to use Software, in accordance with the applicable Software licensing terms. No rights are granted to source code. A Device's Software is licensed to Subscriber by Altice for Subscriber's personal, lawful, noncommercial use on his or her Device only.

Except as permitted by applicable law, Subscriber may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, or reverse engineer all or any part of the Software, or alter, disable or circumvent any digital rights management security features embedded in the Software. The Software may not be transferred from one Device to another Device. Subscriber may not create derivative works of all or any part of the Software. Subscriber agrees that the Software contains proprietary Content and information owned by Altice, its licensors, and/or other third parties. Altice, its licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so.

Third party operating system Software and pre-installed Software not provided by Altice are subject to the licensing agreements of such parties.

8. **Using Altice Mobile Service:** The mobile network on which Altice provides the Altice Mobile Service is a shared resource that is managed for the benefit of all its users and is a separate network from the network on which Altice provides Altice Internet. Certain activities and uses of the Altice Mobile Service and uses of the network by an individual customer or small group of customers can negatively affect the use and enjoyment of the network by others. Therefore, certain activities and uses of the Altice Mobile Service are permitted and others are not.

Permitted Activities: The Altice Mobile Service is intended to be used for the following permitted activities: (i) web browsing; (ii) email; (iii) voice calls; (iv) messaging; (v) streaming music; (vi) uploading and downloading applications and Content to and from the Internet and third party stores; and (vii) using applications and Content without excessively contributing to network congestion. Subscriber agrees to use the Altice Mobile Service only for such permitted activities.

Prohibited Activities: The Altice Mobile Service is not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law; (b) hinders other customers' access to the mobile network;

(c) compromises network security or capacity; (d) excessively and disproportionately contributes to network congestion; (e) adversely impacts network service levels or legitimate data flows; (f) degrades network performance; (g) causes harm to the network or other customers; (h) results in non-standard calling patterns or practices (auto-dialing, high-volume call forwarding, equipment hacking or hijacking); (i) is in excess of Subscriber's credit limit or Altice Mobile Service plan limit (as described at (alticemobile.com/plan)); (j) results in misuse or excessive use of the Altice Mobile Service; (k) is sold, resold, assigned, shared, licensed or otherwise provided to or utilized either alone or as part of any good or service; (l) tampers with, reprograms, alters or otherwise modifies a Device to circumvent any of Altice's policies or violate anyone's intellectual property rights; (m) defeats, obstructs, or penetrates, or attempts to defeat, obstruct or penetrate the security measures of the mobile network or systems, another entity's network or systems, or the accounts of others; or (n) connects a Device to a separate computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology).

The Altice Mobile Service may be used only for lawful purposes. Subscriber will not use or allow others to use the Altice Mobile Service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Altice may block calls or data transmissions that are made to, or received from, certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Altice deems it reasonably necessary to prevent non-standard, excessive, unlawful or fraudulent use of the Altice Mobile Service. Furthermore, use of the Altice Mobile Service to impersonate a person or entity or to engage in fraudulent activities is not permitted.

ALTICE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF ALTICE MOBILE SERVICE WITHOUT NOTICE IF SUCH USE VIOLATES THE RESTRICTIONS IN THIS SECTION.

9. **Roaming Charges and Usage Requirements:** Roaming means coverage on another mobile network operator's network ("Roaming"). Subscriber's Altice Mobile Service may be used for domestic and international Roaming. Altice Mobile Service originated or received while outside a Mobile Service plan's included Coverage Area is subject to Roaming charges and restrictions and usage policies (as described at alticemobile.com/legal/terms-and-conditions/mobile-broadband-disclosure). Whether a Device can roam depends on Subscriber's Device, the Altice Mobile Service plan, and the availability of Roaming coverage. Certain Altice Mobile Service may not be available or work the same when Roaming (for example, data services, voicemail, or call waiting).



Use of the Altice Mobile Service while Roaming is also dependent on the Roaming provider's support of applicable network technology and functionality. There may be higher rates and extra charges (including charges for long distance, tolls, or calls that do not connect) for international calling or when Roaming. Subscriber may or may not be informed that he or she is Roaming, or of the associated costs. **Not for extended international use.** Device must register on U.S. network before international use. Roaming may be restricted or service may be terminated if more than fifty percent (50%) of Subscriber's monthly Altice Mobile Service voice, text or data usage during a sixty (60) day period is "off-network" for domestic usage or outside the United States. Additionally, Altice may block or otherwise restrict the use of voice, text, and/or data service while Roaming within certain countries as Altice deems reasonably necessary to prevent non-standard, excessive, unlawful or fraudulent use of Altice Mobile Service.

10. **Lost or Stolen Device:** Subscriber agrees to contact Altice immediately if his or her Device is lost or stolen so that the Mobile Service can be suspended to keep someone else from using it. If Subscriber's Device is used after the loss or theft but before Subscriber reports it, and Subscriber wants a credit for any charges for that usage, Altice will review the account activity and any other information that Subscriber would like Altice to consider to show that the charges were not authorized. Subscriber may be asked to provide or submit information to support the claim. Altice may add the Device to the national "lost and stolen list," to prevent the Device from being used on any mobile network operator's network. Subscriber may be held responsible for the charges if he or she delays reporting the loss or theft without good reason, but Subscriber does not have to pay any Mobile Service charges Subscriber disputes while they are being investigated. A lost or stolen Device does not release Subscriber from their payment obligation under any Device Payment Plan.

California Subscribers Only: Although Subscriber is not liable for charges Subscriber did not authorize, Altice considers the fact that a call was placed from Subscriber's Device as evidence that the call was authorized. Unauthorized charges may include calls made to or from Subscriber's Device after it was lost or stolen. If Subscriber does not report the loss or theft promptly, Subscriber may be responsible for the Mobile Service used until the incident is reported. Once reported to Altice that the Device is lost or stolen and the Device is suspended, Subscriber will not be responsible for subsequent charges incurred by that Device. If Altice has not given Subscriber a courtesy suspension of any recurring monthly charges during the past year, Altice will give Subscriber one (1) such suspension for thirty (30) days or until Subscriber replaces or recovers the Device, whichever comes first.

11. **Privacy & Information on a Device:** As described in the [Altice Mobile Privacy Policy](#), Altice, along with its partners, may collect technical and service information from all Altice Mobile Service users during Altice's provision of Mobile Service or from Subscriber's Device. Such information may include Mobile Service plan and feature information, application download and usage information, Device or equipment information, network traffic or performance information, Mobile Service usage information, diagnostic data (including Device performance, signal strength, dropped



call, data failure or battery strength information), and Location Information (defined below). Altice may use such technical and service information to provide mobile voice and data services, and to improve Subscriber's network experience and the quality of Subscriber's mobile experience.

A Device can contain sensitive, personal information. Altice is not responsible for any information stored on a Device, including sensitive or personal information. Altice recommends that Subscriber safeguard any sensitive or personal information when the Device is out of Subscriber's possession or control. By submitting a Device to Altice, Subscriber agrees that Altice employees, contractors, or vendors may access all of the information on a Device. If Subscriber exchanges, returns, or recycles a Device through Altice, Subscriber must remove all data and information from the Device before Subscriber provides it to Altice.

12. **Monthly Service Fee:** Subscriber agrees to pay the monthly service charge for Altice Mobile Service which is comprised of various fees, taxes, and governmental or regulatory surcharges, such as federal or state universal service fund surcharges. Altice reserves the right to increase or decrease any fee for Mobile Service offered. Taxes and fees are subject to change. Altice Mobile Service shall be terminated in the event Subscriber does not pay. Usage and monthly fees will be billed as specified in Subscriber's Altice Mobile Service plan (alticemobile.com/plan). Depending on Subscriber's Altice Mobile Service, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Internet access.

Altice may charge activation, prepayment, reactivation, program, Device, installment plan charges, or other fees to establish, change, or maintain Subscriber's Mobile Service. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, or handset upgrades). Altice will notify Subscriber if any of these fees apply to the requested transaction. Altice's fees and any surcharges can be found by visiting (alticemobile.com/support) and looking under My Account > Billing for "Additional Fees". To determine Subscriber's primary place of use ("PPU"), and which jurisdiction's taxes and assessments to collect, Subscriber is required to provide Altice with Subscriber's residential street address. Subscriber must live and have a mailing address within Altice's Coverage Area. Subscriber may have only one PPU per account.

13. **Online Bill Pay and Autopay:**

- a. **New Subscribers.** By activating the Altice Mobile Service on or after August 31, 2020, you agree to enroll in and maintain our Online Bill Pay and Autopay service using a valid credit/debit card and authorize Altice Mobile to (i) automatically charge the credit card that you have specified, or (ii) initiate a charge or electronic debit entry on your debit card or deposit account, as applicable, in the amount and on the date indicated (including the same date in future months if enrolled in the Online Bill Pay automatic payment service) to the credit card account number or account number and bank



account name at the financial institution you have identified. You agree that each time you use the Online Bill Pay service and enter the additional required information in order to make a payment on an Altice Mobile account, you have made a separate and complete authorization as required by the rules of the National Automated Clearing House Association (NACHA) and, as applicable, the Electronic Fund Transfer Act, 15 U.S.C. 1693 et. seq., and Regulation E promulgated thereunder, 12 C.F.R 205 et. seq., and applicable credit card rules. Currently, we offer this Online Bill Pay service to you free of charge, however your bank or credit card may charge a fee.

The amount charged to your credit card or debited from your checking or savings account every month will be the then current balance on your account. Your current balance is the amount due on your Altice Mobile billing statement. Once your enrollment is processed, all payments will be charged to the designated credit or debit card or automatically withdrawn from your specified checking or savings account on the Altice Mobile statement due date, unless you terminate your authorization in the manner described herein.

You acknowledge that you may revoke your enrollment in Online Bill Pay and any Autopay authorization(s), however, such revocation will result in the termination of your Altice Mobile Service.

If payment is not received for any reason, including a declined card, stop payment or insufficient funds, you will remain responsible for late fees, returned item charges, and any bank charges that may result if your bill is not paid by the due date. You are responsible for ensuring that the electronic method you elect to receive account updates and notices and your email address and other Online Bill Pay account information are accurate and up-to-date. You must notify Altice Mobile of any change in your debit or credit card number information or bank account information on the Altice Mobile account settings at (myaltice.alticemobile.com).

ALTICE MOBILE WILL NOT BEAR LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

b. Existing Autopay Subscribers. Existing Subscribers enrolled in the Online Bill Pay and Autopay service as of August 31, 2020 agree to remain enrolled in this service in order to maintain the Altice Mobile Service. Revocation of Online Bill and Autopay Service on or after August 31, 2020 will result in the termination of your Altice Mobile Service.



c. Existing Non-Autopay Subscribers. Existing Subscribers not enrolled in the Online Bill Pay and Autopay service as of August 31, 2020 may continue to receive their current Altice Mobile Service on existing lines after that date without enrolling in Online Bill Pay and Autopay, provided, however, that Online Bill Pay and Autopay will be required in the event Subscriber adds a new line or makes any change of service with respect to existing lines after August 31, 2020. In the event the Existing Subscriber does later enroll in Online Bill Pay and Autopay, any subsequent revocation will result in termination of the Altice Mobile Service.

Billing. Subscriber will be billed on a monthly basis, in advance, for recurring Mobile Service and Device charges (e.g., line of service fees and/or associated taxes, service plan fees, features, prepaid usage, Altice Mobile Device Payment Plan, and any Device Protection Plan purchased), and in arrears for usage charges (e.g., international calling). Charges for data top ups or upgrades may apply immediately and may reflect prorated charges. Charges for international voice, international data, additional data purchases or data upgrades may not appear on a billing statement during the bill cycle when the calls and/or data usage were incurred, or the data purchases or upgrades were made, due to delays in receiving and reviewing such records. If Subscriber receives Mobile Service or a Device under a promotion, after the promotional period ends the then- current market prices for Subscriber's Altice Mobile Service or Device will apply.

For charges based on the amount of time used or for data sent or received, Altice will round up any fraction to the next full minute or, depending on how Subscriber is billed for data usage, the next full megabyte ("MB") or gigabyte ("GB"). For outgoing calls, usage time starts when Subscriber first presses 'SEND' (or similar key) or the call connects to a network; and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after Subscriber presses 'END' (or similar key) or after the call disconnects. For calls made on the network, Altice will charge only for calls that are answered, including by machines. Usage cannot always be processed right away and may be included in a later bill.

Subscribers with an unlimited Altice Mobile Service plan will pay a monthly charge for the Service in accordance with the terms of such plan.

If Subscriber changes Services, in some instances changes may be conditioned on payment of charges. Some changes to Services may not be effective until the start of the next full billing cycle. If the changes take place sooner, your bill may reflect prorated charges for your old and new Services.

If Subscriber selects a mobile service plan under a promotion that includes a predetermined allotment of mobile service (for example, a predetermined amount of gigabytes or messages), unless otherwise specifically provided as part of such mobile service plan, any unused allotment of mobile service from one billing cycle will not carry over to any other billing cycle.



Subscriber's first billing cycle will begin upon the earlier of Device activation or two (2) days after the enrollment date. All Altice Mobile Service bills will be available via the "My Altice" Customer Account Page (myaltice.alticemobile.com) and are available for viewing and printing. Subscriber will be billed separately for Altice Mobile Service from any other Altice services, including Altice's Optimum or Suddenlink Internet and TV.

We may bill you for fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for your Service or Device by the payment due date or you pay less than the full amount due for your Service or Device. We may charge you a fee for checks returned for insufficient funds, as permitted by applicable law. Altice's returned check fees can be found by visiting (myaltice.alticemobile.com) and looking under [My Account > Billing](#) for "Additional Fees". We do not anticipate that you will fail to pay for your Service or Device on a timely basis, and we do not extend credit to customers with respect to the Services. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance whether you will pay for your Service or Device on a timely basis, if ever; if you do pay late, when you will actually pay; and what costs we will incur because of your late payment or non-payment.

If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

If you fail to pay the full amount due for your Service or Device(s) then we, at our sole discretion in accordance with and subject to applicable law, may downgrade speeds, suspend or disconnect any or all of the lines of your Service.

If you resume your Service after any suspension or disconnection, we may require you to pay activation fees. These fees are in addition to all past due charges and other fees. Reactivation of your Service is subject to our credit policies, this Service Agreement and applicable law.

If you are a customer of a device protection program and your Service is suspended or terminated, your coverage may be terminated in accordance with the terms of your device protection program agreement.

Monthly Charges. Your monthly service begins on the device activation date for retail activations or on or around the second day following shipment of your SIM card if purchased outside of retail (your "Billing Date") and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). Additional charges for international roaming are assigned to the billing cycle



in which they are ordered by You. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. If you are planning to port your telephone number to another service provider, you should plan sufficiently in advance.

14. Paperless Policy and E-SIGN ACT DISCLOSURE AND AGREEMENT. All bills related to your Service will be sent to you electronically; there is no paper option. IF YOU DO NOT AGREE TO USE ELECTRONIC SIGNATURES OR TO RECEIVE ELECTRONIC RECORDS, YOU MAY NOT PURCHASE ALTICE MOBILE SERVICE.

You will receive the following categories of documents and information in electronic format only: (1) your monthly bill, (2) this Service Agreement and your Device Payment Plan Agreement (if applicable), and (3) all other notifications, disclosures and other information that we are required by law to provide or make available to you in writing.

If you fail to update your email address or telephone number and we receive a response that our message was undeliverable, the email containing your monthly billing statement and/or all other notifications, disclosures and other information that we are required by law to provide or make available to you will be deemed to have been received by you on the date the message was sent.

- You are able to access all of the documents, records, and information described in electronic form.
- You were able to save this agreement for your future reference or you were able to send this disclosure to an address where you will be able to print on paper and save it for future reference.
- You have an active e-mail address or other method of electronic communication on file with Altice or are providing an active e-mail address or other method of electronic communication in connection with your order, and confirm that you have the hardware and/or software necessary to view and print.

By providing your consent, you are confirming to us that you were able to read this electronic E-SIGN ACT DISCLOSURE AND AGREEMENT.

System Compatibility and Blocking. The ability to receive electronic invoices via e-mail delivery requires an active e-mail address, internet connection, and compatible computing systems. The ability to receive electronic bills and associated notices via SMS text message requires an active Altice Mobile account and phone number, as well



as an SMS capable device. To view your bill online, you will need to make sure you have compatible viewing software. If you are experiencing difficulty accessing your bill, please contact customer service. You should also make sure Altice Mobile is included on any safe sender lists your email provider may have to ensure that email is not blocked.

Your Electronic Records are stored in the "My Altice" Customer Account Page (myaltice.alticemobile.com) available for viewing and printing. If you have difficulty viewing or printing an Electronic Record, You may request from us paper copies of Electronic Records at no cost to You. You may request delivery of paper copies by contacting Altice USA, Attn: Shared Services (CDR), 200 Jericho Quadrangle, Jericho, NY 11753.

- 15. Telephone Communications with You Regarding Your Altice Accounts or Services.** You agree that Altice and its agents may call or text you at any phone number (landline or wireless) that you provide to us or that we assign to you, using an automated dialing system and/or a prerecorded message, with non-promotional service and/or account-related messages related to your Altice Mobile or other Altice services (including Optimum or Suddenlink), such as appointment confirmations, service alerts, service outages, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at myaltice.alticemobile.com.
- 16. Unauthorized Charges:** SUBSCRIBER SHOULD USE CARE WHEN ALLOWING ANOTHER PERSON, INCLUDING A CHILD OR OTHER MINOR, TO USE A DEVICE ON SUBSCRIBER'S ACCOUNT. Subscriber is obligated to pay all charges incurred, including charges from any other user of a Device associated with Subscriber's account.

Many services and applications are accessible on or through a Device, including purchases of games, movies, music, and other Content. Some of these services are provided by Altice. Others are provided by third parties that may offer the option to bill charges to Subscriber's Altice bill or other methods of payment. Charges may be one-time or recurring. If the purchaser is permitted to have charges billed to Subscriber's account and so chooses, such charges will become part of the amount due for that billing cycle. Subscriber is solely responsible for all charges to such third parties, including all applicable taxes. In addition, Subscriber is solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions. Altice may agree to provide billing services on behalf of third parties, as the agent of the third party. Altice will not be responsible for any dispute regarding charges between Subscriber and any third party. Subscriber must address all such disputes directly with the third party.

- 17. Altice's Right to Limit or End Altice Mobile Service or Amend this Service Agreement:** Altice can, without notice, limit, suspend or end Subscriber's Altice Mobile Service or any agreement with Subscriber for any reason whatsoever or for no reason,



including, but not limited to: (1) if Subscriber: (a) breaches this Service Agreement; (b) resells his or her Altice Mobile Service; (c) uses the Altice Mobile Service for any illegal or fraudulent purpose; (d) installs, deploys, or uses any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a radio frequency signal without Altice's permission; (e) steals from or lies to Altice; (f) fails to pay his or her bill on time for any Altice service; (g) incurs charges larger than a required Deposit or billing limit, or materially in excess of his or her monthly access charges (even if Altice hasn't yet billed the charges); or (h) is unable to pay Altice or goes bankrupt; or (2) if Subscriber or any user of Subscriber's Device, or any line of Altice Mobile Service on Subscriber's account: (a) threatens, harasses, or uses vulgar and/or inappropriate language toward Altice's representatives; (b) interferes with Altice's operations; (c) "spams" or engages in other abusive messaging or calling; (d) modifies his or her Device from its manufacturer's specifications; or (e) uses Subscriber's Altice Mobile Service in a way that negatively affects the network or other customers or that violates the restrictions in Section 8, above. Altice can also temporarily limit Subscriber's Altice Mobile Service for any operational or governmental reason.

Altice may notify Subscriber of any such changes to this Service Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Altice's website, or by sending notice via email or postal mail to Subscriber's billing address, and/or by contacting the telephone number(s) on Subscriber's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Subscriber agrees that any one of the foregoing will constitute sufficient notice. If any material change negatively affects your Altice Mobile Service, you have the right to cancel your Altice Mobile Service. Your continued receipt of the Altice Mobile Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Altice's rights under this section are in addition to any specific rights that Altice reserves in other provisions of this Service Agreement to interrupt, suspend, modify, or cancel Subscriber's Altice Mobile Service and to terminate Subscriber's Service Agreement.

18. **Porting:** Subscriber may be able to transfer, or "port," his or her mobile phone number to another mobile network operator. If Subscriber ports a number from Altice Mobile Service, Altice will treat it as though Subscriber requested Altice to cancel Subscriber's Altice Mobile Service for that number. After the porting is completed, Subscriber will not be able to use Altice Mobile Service for that number, but Subscriber will remain responsible for all Altice Mobile Service fees and charges incurred through the end of that billing cycle, and any Device charges, just like any other cancellation. If Subscriber ports a number to Altice Mobile Service, Altice may not be able to provide some services right away, such as E-911 services. If Subscriber terminates Altice Mobile Service without porting the number, Altice will not keep the number for Subscriber and Altice may return or reassign the number. Subscriber acknowledges and agrees that except as required by applicable law, Subscriber does not have any proprietary rights to



the mobile number assigned by Altice, except for any right Subscriber may have to port it.

19. **Location Information:** Subscriber's Device or Altice Mobile Service can determine the physical geographical location of the Device and Subscriber ("Location Information"). As described in the Altice Privacy Policy (alticemobile.com/legal/privacy). Altice, along with its partners, may automatically collect Location Information or other customer data during Altice's provision of Altice Mobile Service. Together, Altice, its partners, and/or the network service provider may use Location Information, as well as customer data, usage and performance information obtained from the network or Subscriber's Device, to provide mobile voice and data services, and to improve Subscriber's network experience and the quality of Subscriber's mobile experience. Location Information may also be used to create aggregate data from which Subscriber's personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes (e.g., scientific and marketing research, vehicle traffic volume and monitoring). It is Subscriber's responsibility to notify users on Subscriber's account that such information may be collected by such users' use of the Altice Mobile Service or from Devices linked to Subscriber's account.

Subscriber's Device is also capable of using optional Content at Subscriber's request or the request of a user on Subscriber's account, offered by Altice or third parties that make use of a Device's Location Information ("Location-Based Service"). Subscriber should review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. If Subscriber does not want the Location-Based Service to collect or use Location Information, Subscriber should disable location services on the Device using the Device settings.

20. **911 and Emergency Alerts:** When making calls to a public-safety answering point ("PSAP") from a Device, such as dialing 911, Subscriber should always be prepared to provide his or her location and phone number. Unlike calls from a traditional wireline phone, a PSAP may not know the emergency caller's location or phone number. Although some local emergency authorities have enabled E-911 services that use GPS or other methods to determine callers' locations, E-911 does not always provide accurate location information. If Subscriber's Device is indoors, cannot acquire a satellite signal, or otherwise cannot obtain the caller's location, the Location Information may not be automatically delivered to the PSAP. Also the process of porting a phone number may limit the Mobile Service from being able to provide location services to the PSAP during that time. If Subscriber makes a 911 call, the 911 operator may see a phone number that is different from Subscriber's personal phone number. There may be instances when the PSAP might not be able to call Subscriber back.

Calls to 911 over WiFi or a data connection may operate differently than traditional wireline calls to 911. Such calls may not connect to the PSAP, may be limited, or may be unavailable if Subscriber is experiencing a power outage, if there is a disruption in WiFi service or to the data connection, or if Subscriber is unable to access the Internet.



If Subscriber's call connects to a PSAP, his or her Location Information and phone number may not be transmitted. Additionally, if Subscriber has not updated his or her emergency 911 address in the settings of their Device, their Device may provide a PSAP with Location Information that is different from Subscriber's calling location. Subscriber should be prepared to provide his or her location and phone number to the PSAP. If Subscriber is deaf, hard of hearing, or speech disabled and needs to reach emergency services, Subscriber may call 911 directly using Real Time Text (RTT) where available, or a telecommunications relay service. Calls to 911 from a TTY will not work over Voice over LTE (VoLTE) or WiFi Calling.

Altice may also provide wireless emergency alerts within portions of its Coverage Area on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts. Wireless emergency alerts may not be available on all Devices or in the entire Coverage Area, or if Subscriber is outside of the Coverage Area. In areas in which the emergency alerts are transmitted, such alerts may not be received by a Subscriber or user of Altice Mobile Service even though the user has a Device capable of receiving them.

21. **Limitation of Liability:** THE LIABILITY OF ALTICE, OR ITS SERVICE VENDORS, FOR DAMAGES OR LOSSES ARISING OUT OF THE FURNISHING OF ALTICE MOBILE SERVICE HEREUNDER, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFAULTS, REPRESENTATIONS OR USE OF OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION OR MAINTENANCE OF THE ALTICE MOBILE SERVICE, OR ARISING OUT OF THE FAILURE TO FURNISH THE ALTICE MOBILE SERVICE, INCLUDING E-911/911 SERVICE, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, AND/OR LOSS OF ELECTRICAL POWER, SHALL BE LIMITED TO AN ALLOWANCE PRORATED FOR THE TIME PERIOD OF THE ALTICE MOBILE SERVICE INTERRUPTION. ALTICE, INCLUDING ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURIES OR LEGAL FEES AND EXPENSES THAT A SUBSCRIBER, OR SUBSCRIBER'S USERS, MAY SUFFER OR INCUR. FINALLY, ALTICE, AND ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTIONS IN MOBILE SERVICE OR FOR ANY DAMAGES OR LOSSES DUE TO THE FAULT OR NEGLIGENCE OF SUBSCRIBER, ANY SUBSCRIBER USER, OR ANY OTHER PARTY OR PERSON(S), OR DUE TO THE FAILURE OR MALFUNCTION OF SUBSCRIBER-PROVIDED OR USER-PROVIDED EQUIPMENT OR FACILITIES, OR DUE TO THE FAILURE OF SUBSCRIBER TO FULFILL ANY OBLIGATION UNDER THIS SERVICE AGREEMENT.

THE SUPPLIER(S) OF MOBILE SERVICES TO ALTICE SHALL HAVE NO LIABILITY WHATSOEVER FOR SUBSCRIBER'S LOSSES, CLAIMS OR DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO FAILURE OR



DISRUPTION OF THE ALTICE MOBILE SERVICE PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. SUBSCRIBER SHALL NOT BE DEEMED A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BETWEEN ALTICE AND ALTICE'S MOBILE SERVICE SUPPLIER.

IF SUBSCRIBER RESIDES IN A STATE WHICH LAWS PREVENT SUBSCRIBER FROM TAKING FULL RESPONSIBILITY AND RISK FOR SUBSCRIBER'S USE OF THE SERVICES AND/OR EQUIPMENT, ALTICE'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW.

22. **Disclaimer of Warranties:** EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE SUBSCRIBER PURCHASED FROM ALTICE, AND TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER'S ALTICE MOBILE SERVICE AND DEVICES ARE PROVIDED ON AN "AS IS" BASIS AND ALTICE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT SUBSCRIBER'S ALTICE MOBILE SERVICE, DEVICES, OR ANY APPLICATIONS SUBSCRIBER ACCESSES THROUGH HIS OR HER DEVICE. ALTICE DOES NOT WARRANT THAT SUBSCRIBER'S DEVICE OR MOBILE SERVICE WILL WORK PERFECTLY OR BE FREE FROM INTERRUPTIONS OR VIRUSES. ALTICE DOES NOT WARRANT THAT SUBSCRIBER'S DEVICE WILL NOT NEED OCCASIONAL UPGRADES OR MODIFICATIONS, OR THAT IT WILL NOT BE NEGATIVELY AFFECTED BY NETWORK-RELATED MODIFICATIONS, UPGRADES OR SIMILAR ACTIVITIES. ALTICE DOES NOT WARRANT THAT VOICEMAILS, MESSAGES, OR ANY OTHER INFORMATION (INCLUDING VIDEOS AND PICTURES) WILL BE PRESERVED IF ALTICE SERVICES SUBSCRIBER'S DEVICE.

ALTICE DOES NOT WARRANT THAT SUBSCRIBER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE. IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT SUBSCRIBER'S COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR AND ALTICE HAS NO LIABILITY WHATSOEVER FOR ANY SUCH OCCURRENCE.

23. **Intellectual Property:** Subscriber must respect the intellectual property rights of Altice, its third-party Content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by Altice or accessed through Altice's websites. Altice intellectual property and related documents are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. All Altice websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively, "Marks") and its affiliates are and shall remain Altice's and its affiliates' exclusive property. Nothing in this Service Agreement shall grant Subscriber the right or license to use any of the Marks.

24. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless Altice, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (the “Altice Parties”) from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Altice to Subscriber. Subscriber agrees to indemnify and hold harmless the Altice Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Altice's Equipment, facilities and associated wiring on Subscriber's premises and further, Subscriber indemnifies and holds harmless the Altice Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Altice or the use thereof by Subscriber; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Altice, and apparatus, Equipment, and systems provided by Subscriber; and against all other claims arising out of any act or omission of Subscriber in connection with the Services or facilities provided by Altice.
25. **Binding Arbitration.** Please read this section carefully. It affects your rights. Any and all disputes arising between You and Altice, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - Claims that arose before this or any prior Service Agreement; and
 - Claims that may arise after the termination of this Service Agreement.

Notwithstanding the foregoing, either You or Altice may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Altice through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS SERVICE AGREEMENT, YOU AND ALTICE EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**



a. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH ALTICE OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A SUBSCRIBER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY ALTICE IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS SERVICE AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO ALTICE MUST INCLUDE YOUR NAME, ADDRESS, AND ALTICE ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ALTICE THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH ALTICE OR THE DELIVERY OF ALTICE SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH ALTICE.

b. Pre-Arbitration Process.

(i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website [here](#). Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes.

(ii) 30 Day Wait Period. If Altice has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. Commencing an Arbitration. To commence an arbitration, You must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Altice. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.

d. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain



copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Altice. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Altice agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. Arbitration Fees. Except as otherwise provided in this arbitration provision, Altice will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Altice commences or that You commence seeking damages of \$10,000 or less. If You



commence an arbitration seeking greater than \$10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Altice will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Altice to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Altice for any amounts Altice may have paid on Your behalf.

f. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. **Waiver of Class and Representative Actions. YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Altice agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Altice account holders, neither You nor Altice may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Altice proceeds to court rather than through arbitration, You and Altice each waive the right to any trial by jury through this Service Agreement.

h. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Service Agreement.

26. **Governing Law.** Subject to Section 25.f above, this Service Agreement shall be governed by the laws of the state of New York.
27. **Severability.** If any term or condition of this Service Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Service Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
28. **No Relationship.** Nothing in this Service Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Altice and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the high speed internet service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
29. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Service Agreement shall survive the termination of this Service Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Altice rights and the rights of others).
30. **Force Majeure.** Altice Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Altice, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.
31. **Entire Agreement:** This Service Agreement shall be posted along with the other policies, terms and conditions governing Subscriber's use of Altice Mobile Service at (alticemobile.com/legal/terms-and-policies) and are the only terms and conditions that govern Altice Mobile Service. No undertaking, representation or warranty made by any agent or representative of Altice in connection with the sale, installation, maintenance or removal of Mobile Service shall modify or amend this Service Agreement.
32. **English Language:** The original version of this Service Agreement is in the English language. Any discrepancy or conflicts between the English version and any other



language version will be resolved with reference to and by interpreting the English version.

Effective: August 31, 2020