

Residential General Terms and Conditions of Service

Subscriber ("You" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which you subscribe or have access, as are set forth at www.optimum.net and may be updated from time to time, including the Additional Terms of Service for Optimum TV, Optimum Internet, Optimum WiFi, Optimum Phone, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference. You further understand and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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.

- 1. Payment of Charges.** The charges for one month of Services, including any deposits, activation, installation and Equipment charges, plus pro rata charges, if any, for periods not previously billed, are due upon installation of the Services or such other date as agreed by Optimum and You. Thereafter, Subscriber agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast TV surcharges) and other government assessments no later than the date indicated on Subscriber's bill. Charges for non-recurring Services or Equipment charges will be reflected on Subscriber's subsequent bill at the then current applicable rates. For instance, Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law.

If Subscriber elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Subscriber authorizes Optimum to charge such accounts. If Subscriber elects to send a check as payment, Subscriber authorizes Optimum either to use information from Subscriber's check to make a one-time electronic funds transfer from Subscriber's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Subscriber from Subscriber's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Subscriber's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid

incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Subscriber is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Subscriber has more than one account (Business and/or Residential) served by Optimum, all Optimum provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Charges. Your monthly subscription begins on the first day following your installation 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). 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. Subject to restrictions under applicable law, any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).

2. **Additional Fees.** In addition to Subscriber's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees is available at optimum.net/pricing-packages ("**Schedule of Fees**"). Optimum reserves the right to amend or change the Schedule of Fees from time to time.
3. **Third Party Provider Charges.** In connection with Subscriber's use of the Services and Equipment, Subscriber may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Subscriber by third parties ("**Third Party Providers**"). Subscriber acknowledges that Subscriber may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Subscriber to the Third Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Subscriber and the Third Party Provider.

4. **Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
5. **Early Termination Fees.** If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Optimum any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
6. **Right to Make Credit Inquiries.** Subscriber acknowledges and agrees that Optimum may (a) verify Subscriber's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.
7. **Security Deposit.** Optimum may require a deposit or activation fee based on Subscriber's credit standing or past payment history with Optimum. A deposit and/or activation fee does not relieve the Subscriber of the responsibility for prompt payment of bills on presentation. Any security deposit given by Subscriber for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Optimum Equipment undamaged. Security deposits paid by Subscriber for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Subscriber shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Subscriber at the time the security deposit is collected.
8. **Disputed Charges.** Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Subscriber's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Subscriber of the disposition of the dispute.

9. **Adjustments or Refunds.** Any adjustment or refund, given in each case at Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Subscriber's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:

- A. due to the negligence of or noncompliance with the provisions of the Terms of Service by Subscriber or any person authorized by customer to use the Service;
- B. due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to Optimum's facilities;
- C. due to the failure or malfunction of Subscriber-owned equipment or third party equipment;
- D. during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
- E. during a period in which Subscriber continues to use the Service on an impaired basis;
- F. during any period when the interruption is due to implementation of a Subscriber order for a change in Service arrangements; or
- G. due to circumstances or causes beyond the control of Optimum.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Subscriber are not claimed by Subscriber within one year of the date on which the amount became payable to Subscriber, Subscriber shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

10. **Equipment and Software.** Unless Optimum expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Optimum TV Box and other equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Optimum ("Equipment"), network facilities, and software installed or provided by Optimum remains the property of Optimum, except that all wiring on the Subscriber's side of the demarcation point at Subscriber's service location, whether installed by Optimum or by Subscriber, shall be Subscriber property and not Optimum Equipment, and repair and maintenance for

such wiring is the responsibility of Subscriber unless otherwise agreed by Subscriber and Optimum. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Subscriber's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Subscriber will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Subscriber's residence or premises.

- A. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Subscriber agrees that neither Subscriber nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Subscriber will not remove any markings or labels from the Equipment. Subscriber agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Optimum) will not permit anyone other than an Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- B. **Return of Equipment.** If Subscriber's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Subscriber agrees that Subscriber no longer has the right to keep or use the Equipment and Subscriber must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Subscriber fails to return the Equipment, Subscriber will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Subscriber a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Subscriber. Any charge for unreturned Equipment shall be due immediately.
- C. **Damaged or Lost Equipment.** If the Equipment is damaged by Subscriber, destroyed, lost or stolen while in Subscriber's possession, Subscriber is responsible for the cost of repair or replacement of the Equipment.

- D. Operation of Equipment. Subscriber agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Subscriber responsible for damage to Equipment.
- E. Tests and Inspections. Upon reasonable notification to the Subscriber, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth herein.
- F. Software. Subscriber agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("**Software**"). The Software shall be used solely in connection with the Services and Subscriber will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Subscriber's Service is terminated, Subscriber will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time.
- G. Repair. Optimum will repair and/or replace defective Equipment provided such damage was not caused by misuse, neglect or other fault of Subscriber. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Subscriber-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Subscriber Equipment") except that Optimum may automatically push required software or firmware updates directly to Subscriber Equipment when necessary for the provision of Optimum Service(s). Subscriber is responsible for the repair and maintenance of Subscriber Equipment. Subscriber is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Subscriber and Optimum. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Subscriber Equipment.

11. Prohibitions.

- A. Residential Use. The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. Optimum shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.

- B. Theft of Service. Subscriber shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Subscriber use the Services and/or Equipment to engage in any illegal or prohibited activity.
12. **Subscriber Liability for Users.** Subscriber must be at least eighteen years of age to subscribe to Services. Subscriber is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Subscriber's premises, equipment or account. Subscriber is responsible for ensuring that all persons who use Subscriber's Services (each, a "User") understand and comply with all terms and conditions applicable to the Services.
13. **Access to Subscriber Premises.** Subscriber grants Optimum and its employees, agents, contractors and representatives the right to access and otherwise enter the Subscriber's premises and to access Equipment, the wiring within Subscriber's premises and Subscriber's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage or install or deliver Optimum provided Software. Subscriber shall cooperate in providing such access upon request of Optimum. If Subscriber is not the owner of the premises, Subscriber warrants that Subscriber has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof.
14. **Violations of this Agreement.** It shall be a violation of this Agreement for Subscriber or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:
- A. Subscriber or any User fails to abide by Optimum's rules and regulations or to pay the charges billed;
 - B. Subscriber or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
 - C. Subscriber or any User engages in any illegal or prohibited activity in connection with their use of any Service;
 - D. Subscriber or any User harasses, threatens or otherwise abuses any Optimum employee or agent;
 - E. Subscriber or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer

interaction is necessary in order to provide the appropriate customer support; or

- F. The amount of customer and/or technical support required to be provided to Subscriber or any User is excessive in the sole good faith discretion of Optimum.
15. **Termination.** Optimum may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Subscriber or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Subscriber may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law.
16. **Effect of Termination by Optimum.** Subscriber agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the Optimum Internet Service shall have no liability to Subscriber or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Subscriber or any former User. Subscriber further agrees that upon termination of any Service, Subscriber will immediately cease use of the Equipment and any Software, and; Subscriber will pay in full the charges for Subscriber's use of the Service and the Equipment through the later of: (i) Subscriber's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
17. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
18. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Optimum Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

19. **Telephone Communications With You Regarding Your Account or Service.** You agree that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, 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 <https://www.optimum.net>.
20. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
21. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Optimum affiliates.
22. **No Warranty; Limitation of Liability.** Subscriber expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Optimum Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Subscriber owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Subscriber's sole risk and Subscriber assumes total responsibility for Subscriber's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Subscriber owned- or provided-Equipment; or (iv) as to the security of Subscriber's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Subscriber's communications. Subscriber has the sole responsibility to secure Subscriber's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Subscriber and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Subscriber or anyone else using Subscriber's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Subscriber's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

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, Optimum's liability is limited to the greatest extent allowed by law.

23. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless the Optimum 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 Optimum to Subscriber. Subscriber agrees to indemnify and hold harmless the Optimum 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 Optimum's Equipment, facilities and associated wiring on Subscriber's premises and further, Subscriber indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Subscriber; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, 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 Optimum.

24. **Binding Arbitration.** Please read this section carefully. It affects your rights.

A. **Agreement to Arbitrate Disputes.** Any and all disputes arising between You and Optimum, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, 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 Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Optimum 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. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Optimum 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 AGREEMENT, YOU AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

B. **Opting Out of Arbitration.** IF YOU HAVE BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU.

IF YOU BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR OPTIMUM ACCOUNT. IN ALL INSTANCES,

NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 200 Jericho Quadrangle, Jericho, NY 11753, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH OPTIMUM.

C. **Pre-Arbitration Process.**

- **Notice Of Dispute.** A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) Your name; (2) the account number and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once you have written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. Optimum will send any Notice of Dispute to You at the billing address on file with the account.
- **60 Day Wait Period.** Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). You

and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, you may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

- D. **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 Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.
- E. **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 Optimum. 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, the

interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 24.c and 24.g 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, an arbitrator's ruling will not be binding in other proceedings 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, Optimum agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference 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 under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award 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.

- F. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will 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, Optimum 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 Optimum 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 Optimum for any amounts Optimum may have paid on Your behalf.

- G. **Mass Arbitration Procedures.** If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. You agree to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

- H. **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.
- I. **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 Optimum 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 Optimum account holders, neither You nor Optimum 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, or request for relief (such as a request for public injunctive relief) then You and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between You and Optimum proceeds to court rather than through arbitration, You and Optimum each waive the right to any trial by jury through this Agreement.

- J. **Amendments to this Arbitration Provision.** Notwithstanding any provision in the Agreement to the contrary, You and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between You and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must cease use of all Service(s) within 30 days and notify Optimum that You are canceling this Agreement.
 - K. **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 Agreement.
25. **Governing Law.** Subject to Section 24.h above, this Agreement shall be governed by the laws of the state of New York.
26. **Severability.** If any term or condition of this 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 Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum 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.

28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this 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 Optimum rights and the rights of others).
29. **Force Majeure.** Optimum 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 Optimum, 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.
30. **Entire Agreement:** These Terms of Service, including the applicable Additional Terms of Service and Customer Privacy Notice, your work/service order and the Schedule of Fees constitute the entire agreement between the Subscriber and Optimum with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.
31. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of these Terms of Service at any time. Optimum may notify Subscriber of any such changes to these Terms of Service, or any other required or desired notice hereunder, by posting notice of such changes on Optimum'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. Because Optimum may from time to time notify Subscriber about important information regarding the Services, the Privacy Notice and these Terms of Service by such methods, Subscriber agrees to regularly check his or her postal mail, e-mail and all postings on the Optimum web site (www.optimum.net) and Subscriber bears the risk of failing to do so. The Subscriber's continued use of the Service(s) following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such revision.

If Subscriber does not agree to any revision of these Terms of Service, Subscriber must immediately cease use of all Services and notify Optimum that Subscriber is cancelling this Agreement in accordance with the then-current policy.

Effective: April 28, 2023

Business General Terms and Conditions of Service

Subscriber ("You" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which you subscribe or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Internet, Optimum WiFi, Optimum Phone, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference. You further understand and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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.

- 1. Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Subscriber with the Services and Equipment identified on the commercial service order presented to Subscriber at time of installation ("Service Order"); provided, however, if Optimum determines that Subscriber's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
- 2. Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Subscriber agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast TV surcharges) and other government assessments no later than the date indicated on Subscriber's bill. Charges for non-recurring Services or Equipment charges will be reflected on Subscriber's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law.

If Subscriber elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Subscriber authorizes Optimum to charge such accounts. If Subscriber elects to send a check as payment, Subscriber authorizes Optimum either

to use information from Subscriber's check to make a one-time electronic funds transfer from Subscriber's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Subscriber from Subscriber's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Subscriber's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Subscriber is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge.

If the Subscriber has more than one account (Business and/or Residential) served by Optimum, all Optimum provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

3. **Additional Fees.** In addition to Subscriber's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees is available at optimum.net/pricing-packages ("Schedule of Fees"). Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Subscriber's use of the Services and Equipment, Subscriber may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Subscriber by third parties ("Third Party Providers"). Subscriber acknowledges that Subscriber may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Subscriber to the Third Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Subscriber and the Third Party Provider.
5. **Taxes.** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

6. **Term; Early Termination.** Your subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly subscription ("Monthly Subscription").

- A. Monthly Subscription. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation 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). 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. Subject to applicable law, any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).

- B. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

- A. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Subscriber and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Subscriber, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that

early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.

- B. Following the Initial Term, 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. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).
7. **Right to Make Credit Inquiries.** Subscriber acknowledges and agrees that Optimum may (a) verify Subscriber's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
8. **Security Deposit.** Optimum may require a deposit or activation fee based on Subscriber's credit standing or past payment history with Optimum. A deposit and/or activation fee does not relieve the Subscriber of the responsibility for prompt payment of bills on presentation. Any security deposit given by Subscriber for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Optimum Equipment undamaged. Security deposits paid by Subscriber for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Subscriber shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Subscriber at the time the security deposit is collected.
9. **Disputed Charges.** Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Subscriber's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Subscriber of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case at Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are:

- due to the negligence of or noncompliance with the provisions of the Terms of Service by Subscriber or any person authorized by customer to use the Service;
 - a. due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to Optimum's facilities;
 - b. due to the failure or malfunction of Subscriber-owned equipment or third party equipment;
 - c. during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
 - d. during a period in which Subscriber continues to use the Service on an impaired basis;
 - e. less than thirty (30) minutes' duration;
 - f. during any period when the interruption is due to implementation of a Subscriber order for a change in Service arrangements; or
- g. due to circumstances or causes beyond the control of Optimum.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Subscriber are not claimed by Subscriber within one year of the date on which the amount became payable to Subscriber, Subscriber shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Subscriber's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Optimum TV Box and other equipment distributed to and/or installed for use in the Subscriber's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Subscriber's side of the demarcation point at Subscriber's service location, whether

installed by Optimum or by Subscriber. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Subscriber's service location. Inside Wiring shall be Subscriber property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Subscriber unless otherwise agreed by Subscriber and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Subscriber will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Subscriber's premises.

Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Subscriber agrees that neither Subscriber nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Subscriber will not remove any markings or labels from the Equipment. Subscriber agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

- a. Return of Equipment. If Subscriber's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Subscriber agrees that Subscriber no longer has the right to keep or use the Equipment and Subscriber must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Subscriber fails to return the Equipment, Subscriber will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Subscriber a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Subscriber. Any charge for unreturned Equipment shall be due immediately.
- b. Damaged or Lost Equipment. If the Equipment is damaged by Subscriber, destroyed, lost or stolen while in Subscriber's possession, Subscriber is responsible for the cost of repair or replacement of the Equipment.

- c. Operation of Equipment. Subscriber agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Subscriber responsible for damage to Equipment.
- d. Tests and Inspections. Upon reasonable notification to the Subscriber, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth herein.
- e. Software. Subscriber agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Subscriber will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Subscriber's Service is terminated, Subscriber will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Subscriber acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Subscriber agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- f. Repair. Optimum will repair and/or replace defective Equipment provided such damage was not caused by misuse, neglect or other fault of Subscriber. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Subscriber-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Subscriber Equipment") except that Optimum may automatically push required software or firmware updates directly to Subscriber Equipment when necessary for the provision of Optimum Service(s). Subscriber is responsible for the repair and maintenance of Subscriber Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Subscriber Equipment.

12. **Prohibitions/Theft of Service**. Subscriber shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Subscriber use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Subscriber Liability for Users.** Subscriber is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Subscriber's premises, equipment or account. Subscriber is responsible for ensuring that all persons who use Subscriber's Services (each, a "User") understand and comply with all terms and conditions applicable to the Services.

14. **Access to Subscriber Premises.** Subscriber grants Optimum and its employees, agents, contractors and representatives all necessary rights of access to enter and within Subscriber's premises, including access to space for cables, conduits and equipment, the wiring within Subscriber's premises and Subscriber's computer(s) and other devices to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Subscriber shall cooperate in providing such access upon request of Optimum. If Subscriber is not the owner of the premises, Subscriber warrants that Subscriber has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Subscriber shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Subscriber is responsible for ensuring that Subscriber's equipment is compatible for the Services selected and with the Optimum network.

15. **Violations of this Agreement.** It shall be a violation of this Agreement for Subscriber or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

Subscriber or any User fails to abide by Optimum's rules and regulations or to pay the charges billed;

- a. Subscriber or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
- b. Subscriber or any User engages in any illegal or prohibited activity in connection with their use of any Service;
- c. Subscriber or any User harasses, threatens or otherwise abuses any Optimum employee or agent;
- d. Subscriber or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer

interaction is necessary in order to provide the appropriate customer support; or

- e. The amount of customer and/or technical support required to be provided to Subscriber or any User is excessive in the sole good faith discretion of Optimum.

16. **Termination.** Optimum may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Subscriber or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Subscriber may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.
17. **Effect of Termination by Optimum.** Subscriber agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the Optimum Internet Service shall have no liability to Subscriber or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Subscriber or any former User. Subscriber further agrees that upon termination of any Service, Subscriber will immediately cease use of the Equipment and any Software, and; Subscriber will pay in full the charges for Subscriber's use of the Service and the Equipment through the later of: (i) Subscriber's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
18. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
19. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Optimum Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

20. **Telephone Communications With You Regarding Your Account or Service.** You agree that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, 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 <http://www.optimum.net>.
21. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
22. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Optimum affiliates.
23. **No Warranty; Limitation of Liability.** Subscriber expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Subscriber owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Subscriber's sole risk and Subscriber assumes total responsibility for Subscriber's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Subscriber owned- or provided-Equipment; or (iv) as to the security of Subscriber's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Subscriber's communications. Subscriber has the sole responsibility to secure Subscriber's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Subscriber and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Subscriber or anyone else using Subscriber's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Subscriber's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

Optimum's Maximum Liability to Subscriber arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Subscriber for Services hereunder for the respective regular billing period.

24. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless the Optimum 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 Optimum to Subscriber. Subscriber agrees to indemnify and hold harmless the Optimum 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 Optimum's Equipment, facilities and associated wiring on Subscriber's premises and further, Subscriber indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Subscriber; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, 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 Optimum.

25. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

26. Binding Arbitration. Please read this section carefully. It affects your rights.

Agreement to Arbitrate Disputes. Any and all disputes arising between You and Optimum, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, 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:

- A. 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;
- B. Claims that arose before this or any prior Agreement; and
- C. Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Optimum 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. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Optimum 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 AGREEMENT, YOU AND OPTIMUM 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 AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU.**

IF YOU BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR OPTIMUM ACCOUNT. IN ALL INSTANCES,

NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 200 Jericho Quadrangle, Jericho, NY 11753, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH OPTIMUM.

b. **Pre-Arbitration Process.**

- A. **Notice Of Dispute.** A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) Your name; (2) the account number and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once you have written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. Optimum will send any Notice of Dispute to You at the billing address on file with the account.
- B. **60 Day Wait Period.** Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). You

and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, you may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

- 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 Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

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 Optimum. 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, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and

compliance with the requirements of Sections 26.c and 26.g 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, an arbitrator's ruling will not be binding in other proceedings 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, Optimum agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference 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 under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award 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, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will 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, Optimum 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 Optimum 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 Optimum for any amounts Optimum may have paid on Your behalf.

f. **Mass Arbitration Procedures.** If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. You agree to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

g. **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.

h. **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 Optimum 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 Optimum account holders, neither You nor Optimum 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, or request for relief (such as a request for public injunctive relief) then You and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are

arbitrated. In that instance, or any instance when a claim between You and Optimum proceeds to court rather than through arbitration, You and Optimum each waive the right to any trial by jury through this Agreement.

i. **Amendments to this Arbitration Provision.** Notwithstanding any provision in the Agreement to the contrary, You and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between You and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must cease use of all Service(s) within 30 days and notify Optimum that You are canceling this Agreement.

j. **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 Agreement.

27. **Governing Law.** Subject to Section 26.h above, this Agreement shall be governed by the laws of the state of New York.

28. **Severability.** If any term or condition of this 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 Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

29. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum 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.

30. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this 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 Optimum rights and the rights of others).

31. **Force Majeure.** Optimum 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 Optimum, 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.

32. **Entire Agreement.** These Terms of Service, including the applicable Additional Terms of Service and Customer Privacy Notice, the Service Order and the Schedule of Fees constitute the entire agreement between the Subscriber and Optimum with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.
33. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of these Terms of Service at any time. Optimum may notify Subscriber of any such changes to these Terms of Service, or any other required or desired notice hereunder, by posting notice of such changes on Optimum'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. Because Optimum may from time to time notify Subscriber about important information regarding the Services, the Privacy Notice and these Terms of Service by such methods, Subscriber agrees to regularly check his or her postal mail, e-mail and all postings on the Optimum web site (www.optimum.net) and Subscriber bears the risk of failing to do so. The Subscriber's continued use of the Service(s) following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such revision. If Subscriber does not agree to any revision of these Terms of Service, Subscriber must immediately cease use of all Services and notify Optimum that Subscriber is cancelling this Agreement in accordance with the then-current policy.

Effective: April 28, 2023