

We, Asurion or the retailer from whom you purchased the Product covered by this Plan may make available additional products and services at a discount from time to time, for your consideration.

PROTECTION PLAN PRICE: **\$8.33/month** (of \$19.99 total monthly fee)

#### **OPTIMUM PREMIER PROTECTION TERMS AND CONDITIONS- RESIDENTIAL**

**THIS PROTECTION PLAN ("PLAN") IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED IN THIS PLAN.**

1. **Obligor:** The Company obligated under this Plan is **Asurion Technology Services, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882.
2. **Definitions:** Throughout this Plan, the words (1) "we", "us", and "our" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) "Administrator" refers to Asurion Services, LLC. The Administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167; (3) "you" and "your" refer to the individual that purchased this Plan; (4) "breakdown" refers to the mechanical or electrical failure of the products caused by: a) defects in materials/and or workmanship, b) normal wear and tear, and c) power surges; (5) "retailer" refers to CSC Holdings, LLC, also known as "Cablevision"; and (6) "replacement product" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
3. **Term:** The Plan will become effective and billing will commence upon your subscription to the Plan. **As specified in Coverage Section 4(b), there is a thirty (30) day waiting period before coverage commences.**
4. **Coverage:** If the product fails due to a breakdown, we will repair it, or, at our sole option, provide a replacement product or provide a reimbursement to you in the form of a check or gift card, based on the replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. The terms of coverage are further outlined below.
  - a. **Qualifying Products:** This Plan covers an unlimited quantity of the following products:
    - Desktops, Laptops, Tablets (collectively referred to as "PC" or "PCs"). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), internal modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are those equipped with a Windows Operating System version Windows 7 or newer or all Android versions and Apple computers which are equipped with an Apple operating system version OS X 10.6 ("Snow Leopard") or newer.
    - Routers (wired or wireless) of any brand and any age.
    - External Hard Drives of any brand and any age.
    - Printers and Multifunction Printers (collectively referred to herein as "printer" or "printers") of any brand and any age.
    - LCD, Plasma or LED televisions including original remote controls and universal remote controls (collectively referred to as "television"). Televisions can be of any brand, any age and any size.
    - Gaming Systems including controllers (collectively referred to as "gaming system") of any brand and any age.
    - DVD Player, Blu-Ray Player and portable DVD players (collectively referred to as "DVD Players") of any brand and any age.
    - Home Theater system, including a receiver, sound bar, speakers, Blu-Ray player, amplifier, subwoofer and tuner (collectively referred to as "home theater system in a box") of any brand and any age.
  - b. **Coverage Effective Date: Coverage under the Plan will commence thirty one (31) days after your subscription to the Plan. No service will be provided during the initial thirty (30) days of the Plan. If the Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date.** There will be no lapse in coverage if you relocate, provided that you continue the Plan and notify us and the retailer of such relocation.
  - c. **Service Fee: In the event that your product requires service, you will be required to pay a service fee in the amount of eighty-nine dollars (\$89.00), plus applicable taxes.** The service fee must be paid and received in advance of the service being provided and may be paid with a valid credit card. The service fee does not apply to the repair or replacement of a remote control, game controller, monitor, keyboard, mouse, modem, or external speakers (wired) however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability.
  - d. **On-Site Service:** If we determine the product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all

shipping and handling costs. Covered products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product reasonably accessible to the service provider. We are not responsible for dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry.

- e. **Repair Depot Service:** If we determine the product will not be serviced on-site, it will be shipped to a designated repair depot location for service. We will send you a prepaid shipping label and instructions for shipping your product to our authorized service center. Standard shipping costs are covered by the Plan.
  - f. **Replacement Products:** If we opt to provide you a replacement product under the Plan, we reserve the right to retain ownership of your defective product. At our sole discretion, we may require that you return the defective product to our designated repair depot location as a condition to receiving your replacement product or reimbursement. Shipping costs associated with the return of the product will be paid by us.
5. **If Your Product Needs Service:** In the event your product experiences a breakdown, thirty (30) days after subscription to the Plan you may file a claim by calling 1-844-218-2846, 8AM-11PM ET M-F and 9AM-6PM ET S-S. When your product requires service, your product may be subject to a service fee for each claim. We may require you to fill out a claim facilitation form prior to receiving service or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification as a condition to receiving service or replacement or reimbursement. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced products are warranted by us for ninety (90) days from the date of product receipt by you. In the event that the product fails to function properly during such ninety (90) days, we will repair or replace the product at no cost to you. Such services will not be charged against your aggregate claim limit under the Plan. All claims under this Plan must be reported to us within thirty (30) days after cancellation or termination of the Plan.
6. **Plan Limits of Liability:** Under the Plan, claims cannot exceed the per claim limit which is the current market value of the covered product and the aggregate limit of this Plan of five thousand dollars (\$5,000.00). In addition, the claims made cannot exceed the aggregate limit of this Plan of five thousand dollars (\$5,000.00) per 12-month rolling period which commences on the date of your first claim. We will be responsible for informing you, at the time of the claim, if you have reached the five thousand dollar (\$5,000.00) aggregate claim limit. The cost of any repairs shall be equal to the market retail value of parts and labor charges for repairing the product, as determined at our sole discretion, provided that the cost for any repair shall not exceed the remaining balance of the aggregate limit. In the event that you reach the 12-month aggregate claim limit for claims (\$5,000.00) and the product requires additional repairs, we will provide you with information on how to get the product repaired; however, we will not be responsible for any costs related to these repairs.
7. **Your Responsibilities:** Please retain these terms and conditions for your records. The product must be in good working condition prior to your Plan subscription. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. It is important that you back up all data files on your PC prior to the commencement of service; repairs to your PC may result in the deletion of such data files.
8. **Payment:** The monthly rate for the Plan was provided to you at the time you subscribed to the Plan and is also listed at the top of this Plan. You agree to pay all monthly charges, plus all applicable taxes, which shall be billed on a monthly basis on the bill provided by the retailer. Non-payment by you will result in cancellation of the Plan.
9. **Insurance Securing this Plan:** This Plan is not an insurance policy; however, our obligations under this Plan are insured under an insurance policy issued by Old Republic General Insurance Corporation, 445 South Moorland Road, Suite 300, Brookfield, WI 53005. If we fail to act on your claim within sixty (60) days, you may contact Old Republic General Insurance Corporation directly at 262-797-3400.
10. **Exclusions – What Is Not Covered:** This Plan does not cover the following:
- a. Products with pre-existing conditions at the time of your subscription to the Plan;
  - b. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;
  - c. Unintentional or accidental damage from handling ("ADH"), unless you have enrolled in a Plan that includes ADH coverage for specific devices;
  - d. Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
  - e. Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
  - f. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
  - g. Failures, damage or loss caused by any physical force external to the product, whether accidental (excluding those products as outlined in the Definitions section) or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;

- h. Costs associated with installation or uninstatement of any product;
  - i. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
  - j. Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;
  - k. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;
  - l. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
  - m. Products whose serial number has been altered or removed;
  - n. Products located outside the United States;
  - o. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
  - p. Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;
  - q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - r. Special, indirect, or consequential damages or losses; or
  - s. Theft or loss of the product.
  - t. Special needs accessories including, but not limited to, handset boosters, visual ring indicators, and the like;
  - u. Parts intended for periodic replacement including but not limited to batteries, lamps, and bulbs;
  - v. PCs that do not have Administrator's permissions. Covered Laptops must be able to upload and download software; and
  - w. Any property owned or provided by the retailer.
11. **Renewal:** This Plan automatically renews from month to month until cancelled.
12. **Transfer:** This Plan is not assignable or otherwise transferable to another party.
13. **Cancellation:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the retailer by calling 1-973-230-3029 for assistance in English or 1-973-230-3024 for assistance in Spanish. This Plan may be cancelled by us or the Administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. In the event this Plan is cancelled (a) by you within thirty (30) days of the when this Plan is sent to you, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) by you after thirty (30) days of when this Plan is sent to you, or by us or the Administrator at any time, you will receive a refund equal to one hundred percent (100%) of the unearned pro rata premium, less any claims which have been paid. For residents of NJ and NY, any refund owed and not paid or credited within thirty (30) days of cancellation shall include a ten percent (10%) penalty per month. Upon any termination or cancellation by you, us or the Administrator, you will have coverage provided, at no cost, for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within thirty (30) days after cancellation of the Plan.
14. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE (S) IN THE CHARGES, TERMS OR CONDITIONS.
15. **Limitation of Liability:** IN NO EVENT WILL THE PLAN OBLIGOR OR ADMINISTRATOR BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
16. **Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
17. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.
18. **Arbitration Agreement:** For the purpose of this Arbitration Agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and Administrator, as defined above; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Most of your concerns about the Plan can be addressed simply by contacting us at 1-844-218-2846. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

This A.A. shall survive termination of this Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to this Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. shall be null and void.

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

**State Variations**

The following state variations shall control if inconsistent with any other terms and conditions:

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Administered by:  
Asurion  
P.O. Box 1340 • Sterling, VA 20167 • 1-844-218-2846  
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**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_