

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: \$28.33/MONTH

SUDDENLINK PREMIER PROTECTION TERMS AND CONDITIONS – RESIDENTIAL WITH MOBILE PHONES

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 in all states and DC except Florida is **Asurion Technology Services, Inc.**, whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Technology Services of Florida, 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 (a) Asurion Services, LLC, in all states and DC, except in Florida; and (b) Asurion Technology Services of Florida, Inc., in Florida (“Asurion” refers collectively to Asurion Services, LLC, and Asurion Technology Services of Florida, Inc.). 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, c) power surges ; and d) accidental and unintentional damage from handling that results from normal use (“ADH”) for covered mobile phones only; (5) “**retailer**” refers to CSC Holdings, LLC, also known as “Suddenlink”, the seller of this Plan; (6) “**product(s)**” refers to the items listed in Section 4.a. of this Plan that are owned by you. Non-portable products must be located at your residential address; and (7) “**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 & Coverage Effective Date:** The Plan will become effective and billing will commence upon your subscription to the Plan, and will continue on a month to month basis until cancelled by you or us. **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 to an area supported by the retailer, provided that you continue the Plan and notify us and the retailer of such relocation. We may elect not to renew the Plan upon thirty (30) days’ notice to you. In the event your product is being serviced by an authorized service center when your coverage under this Plan terminates, the term of this Plan will be extended until the covered repair has been completed.
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 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 equipped with one of the following operating systems: (i) Windows operating system version Windows 7 or newer; (ii) Apple operating system version OS X 10.6 (“Snow Leopard”) or newer; or (iii) any version of Android operating system.
 - 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 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(s)”). 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.
 - Landline phones of any brand and any age.
 - Mobile phones of any brand and any age.

- 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 breakdown;
 - 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;
 - 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 PCs 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 877-794-2724. 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 when this Plan is sent to you, you shall receive a full refund of the price paid for the Plan, provided no service under this Plan 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 Alabama, Arkansas, California, Colorado, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Mexico, New Jersey, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming, 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 OR LONGER AS MAY BE REQUIRED BY LAW. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME, IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE 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 [INSERT PHONE NUMBER]. 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 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:

Arizona Residents: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any services received from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the obligor, its assignees, subcontractors and/or

representatives. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the A.D.O.I.

Connecticut Residents: The first sentence of Section 13. Cancellation is deleted and replaced with the following: "This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason, including if a product is returned, lost, sold, stolen or destroyed, by notifying the retailer by calling 877-794-2724." In the event of a dispute with us or the Administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The 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.

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

Georgia Residents: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any services received from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and to participate in class actions, class arbitrations or other representative proceedings. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Old Republic General Insurance Corporation pursuant to O.C.G.A. 33-7-6.

Nevada Residents: If we fail to pay the cancellation refund as stated in the Cancellation section of this Plan, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If this Plan is cancelled, we will not deduct the cost of any services received from your refund. The following is added to Item d. in Section 10. Exclusions- What Is Not Covered: "If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any damages arising therefrom, unless such coverage is otherwise excluded by the Plan."

New Hampshire Residents: Contact us at 844-409-1996 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

New Mexico Residents: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

North Carolina Residents: The purchase of this Plan is not required either to purchase or to obtain financing for the product.

Oklahoma Residents: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 862591.

Oregon Residents: The arbitration agreement provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's arbitration agreement shall be a nonbinding award against you, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this arbitration agreement. This arbitration agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: Contact us at 844-409-1996 with questions, concerns or complaints about the program. In the event you do not receive satisfaction under this Contract, complaints or questions about this Program may be directed to the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) - 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. The second sentence in Section 13. Cancellation is replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation." If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan.

Washington Residents: If we fail to act on your claim, you may contact Old Republic General Insurance Corporation directly at 262-797-3400. You are not required to wait sixty (60) days before filing a claim directly with Old Republic General Insurance Corporation.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If we become insolvent or otherwise financially impaired, you may file a claim directly with Old Republic General Insurance Corporation for reimbursement, payment, or provision of the service. The arbitration agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND THE RIGHT TO PARTICPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and (2) the phrase, "and is governed by the Federal Arbitration Act." in the first sentence of third paragraph is deleted in its entirety.

Wyoming Residents: The arbitration agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) CSC Holdings, LLC.

Administered by:
Asurion
P.O. Box 1340 • Sterling, VA 20167 • 844-409-1996
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Name: _____

Address: _____