



**RETAIL INSTALLMENT CONTRACT / RETAIL INSTALLMENT  
SALE AGREEMENT/ RETAIL INSTALLMENT OBLIGATION/  
CREDIT SALE CONTRACT/ SECURITY AGREEMENT  
SUBJECT TO STATE REGULATION**

SELLER (CREDITOR): CSC Holdings, LLC through its affiliate CSC Wireless, LLC (“Optimum”).  
One Court Square, Long Island City, NY 11101. Message Optimum Mobile at  
<http://optimum.com/mobile/support> for questions about this agreement.

INSTALLMENT SALE AGREEMENT #:  
Optional – Customer Mobile Account Number:  
BUYER’S NAME:  
BUYER’S CONTACT NUMBER:  
BUYER’S ADDRESS:  
DESCRIPTION OF WIRELESS DEVICE (“DEVICE”):  
TRANSACTION DATE:

YOU, meaning the BUYER named above, agree to pay US, the SELLER (Creditor) named above the Total Sale Price of the Device identified above according to the terms of this Optimum Mobile Retail Installment Contract/ Retail Installment Sale Agreement/ Retail Installment Obligation/ Credit Sale Contract/ Security Agreement (referred to below as “Agreement”).

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit at a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>AMOUNT FINANCED</b> The amount of credit provided to you [or on your behalf].	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled.	<b>TOTAL SALE PRICE</b> The total cost of your purchase on credit, including your down payment of
0%	\$0.00	\$	\$	\$ _____ \$

Your payment schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
36 months	\$	Monthly, 10 days after the Billing Date (see Service Agreement for details).

**Security.** You are granting to Creditor a security interest in the Device.

**Late Charge.** No late charges will be assessed under the terms of this Agreement. (Late charges will be assessed for late payment of non-installment charges on your bill as specified in your Customer Service Agreement or, if applicable, your business agreement (the “Service Agreement”).)

**Prepayment.** If you pay off all of your debt early, you will not have to pay a penalty. If you pay more than the monthly payment due, and the payment is not designated for prepayment of amounts owed under this Agreement through a prepayment program offered by Optimum, any excess amount you pay will be credited first to your Service Agreement, and

then to your account and applied pursuant to Payment Section 5 below. You will still be charged the same amount on your monthly bill cycle date.

**Service Deposit** (if applicable). The annual percentage rate does not take into account any required service deposit.

**Additional Information.** See your Service Agreement for more information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED	\$
PURCHASE PRICE (excluding tax)	\$
- DOWN PAYMENT (if applicable)	\$
- TRADE IN (if applicable)	\$
[-TAX IN FULL]	\$
\$0.00 FINANCE CHARGE	\$ 0.00
AMOUNT FINANCED (the amount of credit provided to you on your behalf)	\$
* Note taxes are paid at signup and are not included in Amount Financed	

## IMPORTANT TERMS

- 1. AGREEMENT.** THIS AGREEMENT REQUIRES THAT YOU AGREE TO AND MAINTAIN OPTIMUM MOBILE SERVICE WITH ALTICE UNDER YOUR SERVICE AGREEMENT (“SERVICE AGREEMENT”). ALTHOUGH YOUR SERVICE AGREEMENT IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, ARBITRATION PROVISION AND OTHER PROVISIONS OF YOUR SERVICE AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR SERVICE AGREEMENT.
- 2. DISPUTES.** THIS AGREEMENT IS SUBJECT TO A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL TERMS. THIS PROVISION INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION. A FULL COPY IS CONTAINED IN THE SERVICE AGREEMENT UNDER THE HEADING “BINDING ARBITRATION” WHICH TERMS ARE INCORPORATED BY REFERENCE.
- 3. RESPONSIBLE PARTY.** As used herein, YOU or BUYER means an individual or a business entity that is the customer of record. If you are an individual signing on behalf of an entity or another individual, you represent that you are authorized to sign on their behalf and, if it is determined that you are not so authorized, you understand and agree to be personally responsible for and guarantee payment of any sums that become due under this Agreement.
- 4. CREDIT QUALIFICATION.** Optimum may check your credit with a credit reporting agency or use your existing credit information on file with Optimum affiliates. Optimum may terminate this Agreement prior to your receipt of the Device if it is determined that you fail to meet credit qualification requirements.

**PAYMENTS.** Payments are due as stated in the payment schedule disclosed above. A bill for

each payment will be included as part of the bill that you will receive for service under your Service Agreement. Payments that you make will be applied in the following order: first to past due balances, taxes and fees, device installments, third party charges like insurance, as applicable then to future balances due under your Service Agreement and under this Agreement. Your obligation to make payments under this Agreement is not contingent upon Optimum's delivery of Optimum Mobile service.

Your first installment payment will not be due until the Device is shipped, at which point we will include the first installment payment on your bill. For any Device not available for shipment at the time of order, you agree that we may update the estimated payment schedule when your Device is shipped, and we will provide the new payment schedule to you in writing by electronic delivery.

If you do not activate your Device within 45 days of receipt, or if you cancel your Service Agreement and you fail to subscribe to at least one other Optimum service and request continuation of installment payments under this Agreement, you agree to pay the entire remaining balance owed for your Device as soon as your next bill.

5. **SECURITY INTEREST.** You are granting to Us a purchase money security interest in the Device and any or all cash or non-cash proceeds of the Device (including, as applicable, any substitutions or replacements), to secure Your payment and performance of Your obligations under this Agreement (collectively, the "Secured Obligations"). The "purchase money security interest" You are granting to Optimum and the "proceeds" are as stated in the Uniform Commercial Code in effect in the state of Your billing address indicated on this Agreement at the time it is signed

6. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the total of the payments. We recommend that you obtain property insurance on the Device. You may obtain property insurance from others on goods purchased under this Agreement.

7. **DEFAULT AND REMEDIES.** You are in default under this Agreement if you fail to make any required payment when due; you cancel your Service Agreement; we cancel your Service Agreement for good cause; you breach any covenant, representation or warranty hereunder, or default in the performance of any other obligation which is not cured within ten (10) days after written notice to you; there is no remaining line on your Optimum Mobile account that receives Optimum Mobile service from Optimum and you fail to subscribe to at least one other Optimum service; or we terminate your Service for breach (each a "Default"). To the extent permitted by applicable law, upon a Default we have the right to disable your device's network connectivity and to require you to pay immediately the entire remaining balance in full under this Agreement, and to pay us actual and reasonable costs of collection.

8. **ASSIGNMENT.** We may, without your consent, and without giving you notice, assign or transfer this Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all our rights, powers, privileges and remedies under the Agreement. You agree you will not assign this Agreement or any interest in it and will not sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Agreement without our prior written consent.

9. **ELECTRONIC ACCESS TO AGREEMENT/OTHER COMMUNICATIONS.** By signing below, you acknowledge that you have access to the Optimum Mobile's Website ([www.optimum.com/mobile/legal](http://www.optimum.com/mobile/legal)) where a copy of this Agreement and related privacy and other communications will be available to you. You also consent to receive account-related communications in an electronic format, such as by email. If you want a paper copy of this

Agreement, you may ask your sales representative to email or print a copy for you.

**10. BUYER'S RIGHT TO CANCEL**

If you do not want the Device purchased under this Agreement, you may cancel by contacting Optimum Mobile within 21 days of your acceptance. You must return your Device pursuant to Optimum Mobile's Return Policy available at <http://optimum.com/mobile/support> to obtain a refund, subject to a restocking fee if applicable.

Please note, CPO Devices are final sale and are not eligible for return.

If you do not return your Device within the applicable return period, you will be charged for the entire remaining balance for your Device.

**11. ALTICE EMPLOYEES.** If you are employed by Altice or any Altice affiliate, you acknowledge and agree that Altice may access and use personal information contained in your employee file (e.g., Social Security Number) to supplement the information provided hereunder in order to conduct legitimate business activities related to this Agreement, the Service Agreement, and the provision of the Optimum Mobile service to you, such as credit checks described above or collection efforts in the event of a default.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

**NOTICE TO BUYER:**

**Do not sign this agreement before you read it or if it contains any blank spaces for information that is available at the time you accept this agreement. You are entitled to an exact and completely filled-in copy of the contract you sign. Keep it to protect your legal rights. Under the present law, you have the right, among others, to pay off in advance the full amount due at any time. This contract is covered by federal and state laws and you have the rights of a buyer under such laws.**

**By signing this Agreement, You are granting to Optimum a purchase money security interest in the Device and any or all cash or non-cash proceeds of the Device, which will continue until Optimum has received payment in full of the Secured Obligations. We have no right to unlawfully enter Your premises or commit any breach of the peace to repossess Device purchased under this Agreement. If You are in Default under this Agreement, We may take possession of the Device and may sell, lease, or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.**

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**This Agreement is not a lease. We have a limited return policy.**

**CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/ SECURITY AGREEMENT**

**I acknowledge that I have read and agree to all the terms and conditions of this Agreement, including my grant of a security interest to Optimum in the Device, and have received a copy from the SELLER Optimum.**

\_\_\_\_\_  
BUYER'S Signature

\_\_\_\_\_  
Date

**Texas customers only:** For questions or complaints about this contract, contact CSC Holdings, LLC and its affiliate CSC Wireless, LLC ("Optimum") at One Court Square, Long Island City, NY 11101. Message Optimum Mobile at <http://optimum.com/mobile/support> for questions about this agreement. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

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