WOW! Internet – Terms of Service

These policies regarding our services and business practices, and the Subscriber Agreement and Terms and Conditions set forth below apply to WOW!'s residential customers located in the following operating regions: Michigan, Alabama, Florida, Georgia, South Carolina, and Tennessee. We refer to the operating company subsidiary of WideOpenWest Finance, LLC d/b/a WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/ or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone and/or Internet service in your area as "WOW!," "Knology," "NuLink," "we," "us," or "our." You understand and agree that the Services will be provided to you by the WOW! company that operates in your service area.

We periodically adopt new terms, policies, or procedures, or change our existing policies, procedures or the terms and conditions that apply to your subscription to our services. When this happens and if this change applies to you, we will provide you with notice of the new or changed policy, procedure or term consistent with applicable law. For changes to our internet terms and, where applicable, our phone terms and Tariffs, and our privacy, acceptable use and service policies, the notice may also be provided by posting the notice or a new version of the terms, Tariffs or policies on our website. For this reason, you should regularly visit the "Terms and Conditions" or "Policies" section of our website to ensure that your use of our services conforms to the most recent terms and policies. In most cases, if you find a change unacceptable, you have the right to cancel your services. However, if you continue to receive services after the change, we will consider this your acceptance of the change. These terms and policies apply to WOW! Internet services and are subject to change. Unless otherwise provided, these terms do not apply to Third Party Services that you may purchase through WOW!, such as YouTube TV. Those Third Party Services are subject to separate terms, conditions and policies of the Third Party Service provider.

Before using the WOW! Internet Service (which includes wired and wireless connection types delivered by WOW!), you should carefully review WOW!'s use, copyright and other policies, as well as the other terms and conditions of subscription. The WOW! Internet Acceptable Use Policy and Copyright Policies, and Terms and Conditions of Subscription are available for your review online by simply clicking on the "Terms" section of the WOW! Internet home page or Website. BY ESTABLISHING AN ACCOUNT, INSTALLING, ACTIVATING OR USING THE SERVICE, OR OTHERWISE INDICATING YOUR AGREEMENT TO THE TERMS OR INTENTION TO USE THE SERVICE (E.G., YOUR SIGNATURE (OR E-SIGNATURE) ON THE WORK ORDER PRESENTED UPON INSTALLATION OR ACTIVATION OF SERVICES, YOUR ONLINE, VERBAL OR OTHER ACCEPTANCE OF THE TERMS, AND/OR BREAKING THE SEAL ON THE PACKAGE OF A SELF-INSTALLATION KIT) YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THESE TERMS, ANY ACCEPTABLE USE, NETWORK MANAGEMENT OR OTHER POLICY ESTABLISHED BY WOW!. FOR CUSTOMERS RECEIVING SERVICE THROUGH BULK ARRANGEMENTS OR SIMILAR MEANS, SOME OF THE TERMS AND POLICIES MAY NOT APPLY TO YOU, DEPENDING UPON YOUR SPECIFIC AGREEMENT WITH WOW!. BUSINESS CUSTOMERS ARE SUBJECT TO THE TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE "BUSINESS TERMS"), AND THE COMMERCIAL CUSTOMER ACCEPTABLE USE, EMAIL RETENTION, DMCA AND OTHER POLICIES SPECIFIC TO COMMERCIAL ACCOUNTS (THE "COMMERCIAL POLICIES"). THESE TERMS APPLY TO OUR INTERNET SERVICES. ADDITIONAL TERMS AND POLICIES APPLY TO OUR CABLE TELEVISION AND PHONE SERVICES.

NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN THE TERMS AND CONDITIONS THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THIS AGREEMENT AND THESE TERMS AND CONDITIONS ARE SUBJECT TO APPLICABLE SERVICE GUIDES AND POLICIES.

NETWORK MANAGEMENT PRACTICES:

WOW! manages its broadband Internet access services with the goal of delivering the best possible broadband Internet experience to all of its customers. Because Internet bandwidth and network resources are not unlimited, managing the network is essential to promote the use and enjoyment of the Internet by all of its customers. WOW! uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with policies and terms. These tools and techniques can and do periodically change and may include practices such as: (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious or harmful websites and/or Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily moderating overall bandwidth, to facilitate the best possible user experience for our larger subscriber base, and (iv) using other tools and techniques that WOW! may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

WOW! may in its sole discretion also use a targeted threat protection solution that helps protect against DNS and web-based threats (such as malicious domains and URLs, malware, ransomware downloads and zero-day phishing attacks) by blocking such domains and URLs and other threats (the "Blocking Feature"). The Blocking Feature automatically blocks certain websites and web-based threats that are determined by WOW! in its sole discretion to be likely malicious or otherwise harmful (the "Blocked Sites"). The Blocking Feature will automatically block the Blocked Sites, so that those websites are not accessible by use of the WOW! Internet Service. You will receive a notification from WOW! when a Site is blocked. WOW! may use information sources over which it has no control (such as third-party databases) to implement the Blocking Feature, which information may change from time to time. There is a risk that the Blocking Feature will block websites that you may want to access. VISIT OUR WEBSITE AT WWW.WOWWAY.COM UNDER HELP AND SUPPORT, INTERNET, GENERAL QUESTIONS, OR CALL US AT 1-866-496-9669 FOR MORE INFORMATION ABOUT HOW TO ACCESS A BLOCKED WEBSITE. The Blocking Feature is subject to change or discontinuance at any time by WOW!.

WOW!'s complete network management practices, including the performance characteristics and commercial terms of WOW!'s broadband Internet access services, are available for your review at www.wowway.com/networkmanagement.

ACCEPTABLE USE, EMAIL RETENTION AND COPYRIGHT POLICIES, AND TERMS AND CONDITIONS OF SUBSCRIPTION

Internet Acceptable Use Policy

The purpose of this Acceptable Use Policy (the "Policy") is to ensure that the WOW! Internet Service (the "Service") is used in ways that are consistent with the specifications of a shared network, and the standards of our local municipality and the Internet community. The policy also aims to ensure that the Internet access resources we provide are used in a manner that benefits everyone. In this Policy, we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the cable television system in your area pursuant to a cable television franchise or other authorization with the state or local franchising authority as "WOW!," "we," "us" or "our" and you as the "Customer," "you" or "your." In order to use the WOW! Internet Service, you must read, understand and agree to abide by the Internet Acceptable Use Policy.

WOW! MAY REVISE, AMEND OR RESTATE THIS POLICY FROM TIME TO TIME BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WOW! WEBSITE AT WWW.WOWWAY.COM (OR ANY SUCCESSOR URL(S)). REVISED, AMENDED OR RESTATED POLICIES ARE EFFECTIVE IMMEDIATELY UPON POSTING. ACCORDINGLY, CUSTOMERS AND USERS OF THE WOW! INTERNET SERVICE SHOULD REGULARLY VISIT OUR WEBSITE AND REVIEW THIS POLICY TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. FOR CUSTOMERS RECEIVING SERVICE THROUGH BULK ARRANGEMENTS OR SIMILAR MEANS, SOME POLICIES MAY NOT APPLY TO YOU, DEPENDING UPON YOUR SPECIFIC AGREEMENT WITH WOW!. FOR OUR BUSINESS CUSTOMERS, THE COMMERCIAL POLICIES APPLY TO YOU.

Fair Use of Network and Services:

Bandwidth on our network is a limited, shared resource among our customers. Because of this, managing the network is essential to promote the use and enjoyment of the Internet by all of our customers. WOW! is committed to providing the best online experience possible for all of its customers and uses reasonable network management practices to ensure that the WOW! Service is used in ways that are consistent with the specifications of a shared network. We seek to ensure that Internet access resources we provide are used in a manner that benefits all of our customers and so WOW! requires that its customers use the network and services in a manner consistent with this shared use, as further described in this Policy.

In some service areas, WOW! may offer usage-based Internet service packages, under which you will be charged additional fees once you consume a specified amount of data. WOW! may also offer Internet service packages that apply monthly data consumption thresholds. If you subscribe to an Internet service package with specified data limits and you exceed those limits, WOW! reserves the right to: (i) suspend, terminate or limit your service; (ii) require that you subscribe to a different service level or package that is more suitable to your data usage; and/or (iii) impose additional fees for use beyond the agreed-upon data usage limits.

Even if you subscribe to a plan without a specified data consumption limit, excessive or sustained bandwidth consumption may burden the network (in ways inconsistent with shared use of the network and services) and such usage may be limited or restricted by WOW!. Please see our Network Management Practices at www.wowway.com/networkmanagement for details.

Other Restrictions on and Acceptable Use of Network and Services:

A. Customer must use the Service in a manner that respects the integrity of our system and all components thereof. Customer will not use or allow others to use the Service to disrupt WOW!'s network or equipment, or equipment owned by other WOW! customers. For example, Customer agrees not to: (i) use or allow others to use the Service to disrupt other Internet Service Providers' service, including but not limited to by email bombing or the use of mass mailing programs; (ii) access or attempt to access other users' systems; (iii) disrupt others' use of the network; (iv) damage or change WOW!'s or other users' computer hardware or software in any way, whether directly or indirectly.

B. Customer must use the Service in a manner that does not create routing patterns that are inconsistent with the effective use of a shared network. WOW! shall have the sole and unreviewable right to determine whether Customer's use violates this standard.

C. Customer shall not use the WOW! equipment or the Service, directly or indirectly, for any unlawful purpose. Customer shall not post, store, disseminate or transmit through the Service any information, data or material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright, trademark or other intellectual property rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, or in the circumstances would be obscene, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Customer also shall not include within or link to Customer's personal home page, if hosted by WOW!, material or content that is pornographic or indecent, constitutes hate speech or is otherwise objectionable, offensive, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate (regardless of whether this material or its dissemination is unlawful), or material or content that otherwise violates the Service's Acceptable Use Policy or as specified by rules that WOW! may, from time to time, promulgate to govern Customer conduct. WOW! shall have the sole and unreviewable right to determine whether content violates these standards.

D. Customer shall not resell or otherwise offer or make the Service available to other users, locations or tenants, and shall not charge others to use the Service, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means. Except as specifically otherwise provided in a separate written agreement (e.g., in the WOW! Business Customer Agreement) between Customer and WOW!, the Service is to be used solely in a private residence; living quarters in a hotel, hospital, dorm, sorority or fraternity house, or boarding house; or the residential portion of a premises which is used for both business and residential purposes. Without limiting the generality of the foregoing, and except as otherwise specifically provided in a written agreement between Customer and WOW!, the Service is for personal and non-commercial use only and Customer agrees not to use the Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, email hosting, "web hosting" or other similar applications, for any business enterprise, or as an end-point on a local area network or wide area network.

E. Customer must comply with any current bandwidth (i.e. volume of data transmitted or received), data storage, and other limitations on the Service established by WOW!, or otherwise applicable to the service package and level that you have subscribed to. Customer must also ensure that Customer's activity (including, but not limited to, use made by Customer or others of any personal Web features) does not: (i) improperly restrict, inhibit, or degrade other users use of the Service; or (ii) represent an exceptional or unusually large burden on the network; or (iii) otherwise (in WOW!'s sole but reasonable judgment) represent use of the service in a way not characteristic of typical residential usage; or (iv) improperly restrict, inhibit, disrupt, degrade or impede WOW!'s ability to deliver the Service to its customers and monitor the Service, backbone, network nodes, and/or other network Services. Violation of this policy may, at WOW!'s option, result in termination, suspension, or restriction of Service, or require that Customer subscribe to a different level of service more suitable to its use requirements.

F. Customer may not use Customer's account for hosting server software operating on commonly recognized TCP/IP ports.

G. Customer may not use the Service for spamming. This includes but is not limited to the following activities:

- Sending bulk unsolicited messages
- Sending emails which provoke complaints from the recipients
- Sending junk email
- Using distribution lists that include people who have not given their permission to be included in such a distribution process
- Posting commercial ads to Usenet groups that do not permit them
- Posting articles that contain binary encoded data to non-binary newsgroups
- Sending excessive and repeated off-topic messages to newsgroups
- Sending excessive and repeated cross-postings
- Harassing other Internet users including but not limited to transmitting any threatening, libelous or obscene materials.

- Posting or transmitting charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes or contests, or any other duplicative or unsolicited messages (commercial or otherwise).
- Posting or transmitting through the Service any material that constitutes or contains advertising or any solicitation with respect to products or service.

H. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not the email is commercial in nature, are prohibited.

I. Customer will not use, nor allow others to use, the Service to intentionally transmit computer "viruses," worms, "Trojan horses" or other harmful software programs and Customer will use Customer's best efforts to prevent the unintentional transmission of such viruses or other harmful software.

J. Customer will not impersonate another user, falsify one's user name, age or identity in email or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not forge any message header of any electronic transmission, originating or passing through the Service, or perform any other similar fraudulent activity.

K. Customer must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, Customer shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. Customer may upload public domain materials and is responsible for and assumes all risks with respect to the determination of whether materials are in the public domain. Except as expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of WOW! and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made.

L. Customer will not access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account Customer are not expressly authorized to access, or probing the security of other hosts, networks, or accounts.

M. Customer will not use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited.

N. Customer will not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any WOW! (or WOW! supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any WOW! facilities used to deliver the Service.

O. Customer will not distribute programs that remove locks or time-outs built into software (cracks).

P. Customer will not run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of Customer's Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers.

Q. Customer will not initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme.

R. Customer will not participate in the collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity.

S. Customer will not collect responses from unsolicited messages.

T. Except for any self-installation procedures approved by WOW!, Customer will not service, alter, modify, or tamper with the WOW! equipment or Service or permit any other person to do the same who is not authorized by WOW!.

U. Customer will not connect the WOW! equipment to any computer outside of Customer's Premises.

V. Customer will not collect, or attempt to collect, personal information about third parties without their consent.

W. Customer will not interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

X. Customer will not violate the rules, regulations, or policies applicable to any network, server, computer database, or Website that Customer accesses.

Y. Customer is fully responsible for Customer's account and is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to Customer's Service account. Customer is solely responsible for the security of any device Customer chooses to connect to the Service, including any data stored or shared on that device.

AA. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. Customer is responsible for determining the policies of a given newsgroup before posting to it. WOW! reserves the right to discontinue access to any newsgroup at any time for any reason.

BB. Users alone are responsible for the contents of their instant messages and the consequences of any instant messages. WOW! assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

CC. Customer is solely responsible for any information or content that Customer or others publish or store on any personal web page. WOW! reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful.

Email Retention Policy

In service areas where WOW! provides Email service, the following policies apply.

1. **General Policy.** WOW! reserves the right to manage its network for the greatest benefit of the greatest number of subscribers (as more

particularly described in its Network Management Practices disclosure) including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, anti- virus mechanisms, blocking malicious or harmful websites, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of WOW! may affect the performance of the Service. WOW! reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email).

2. **Email.**

Email boxes	Up to five (5) boxes upon request
Size of mail boxes	1 GB per email mailbox
Dormant mailbox deleted (1)	At 4 months (120 days)
Maximum attachment size	10MB

Message rules

	Action	**Timing***
Inbox		
Read	Delete	Delete at time of account deactivation
Unread (2)	Delete	If account active, after 120 days
Drafts	Delete	Delete at time of account deactivation
Junk Folder	Delete	If account active, after 14 days
Trash	Delete	If account active, after 14 days
Sent	Leave message on server	If account active, on by default
Sent that is on server	Delete	Delete at time of account deactivation
Rate limiting for webmail	200 recipients max	200 messages/hr max
Rate limiting for Outlook	1000 recipients max	1000 messages/hr max

*All email messages may be deleted immediately upon or at any time after termination or deactivation of a Customer's account or service.

Active Mailbox:
A mailbox will be considered "active" if a user does any of the following at least once every 120 days: (i) read or send email from WOW! Webmail at www.wowway.net; (ii) log in using a POP/IMAP email client (e.g. Outlook); or (iii) set an automatic forwarding email address in mail preferences.

Dormant Mailbox:
A mailbox will be considered "dormant" when a user does not initiate any of the "Active Mailbox" criteria for at least 120 days. After 120 days, Dormant Mailboxes will be deleted as described further below.

(1) Deletion of Email and Surrender of Email Address: Notwithstanding anything in this policy to the contrary, **WOW! AND ITS SUPPLIERS RESERVE THE RIGHT TO IMMEDIATELY UPON OR AT ANY TIME AFTER TERMINATION OF CUSTOMER'S ACCOUNT OR SERVICE: (I) PERMANENTLY DELETE A CUSTOMER'S EMAIL, FILES, OR OTHER INFORMATION THAT IS STORED ON WOW!'S OR ITS SUPPLIERS' SERVERS OR SYSTEMS; AND (II) RELEASE THE CUSTOMER'S EMAIL ADDRESS AND USER ID, SO THAT IT IS NO LONGER AVAILABLE FOR USE BY CUSTOMER. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT WOW! SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE LOSS OR REMOVAL OF ANY SUCH EMAIL, EMAIL ADDRESS, USER ID, FILES OR OTHER INFORMATION.**

(2) Dormant Mailbox Deleted: A Dormant Mailbox will be deleted. All associated content including but not limited to messages, calendar items, and address book will also be permanently deleted. New messages sent to a Dormant Mailbox that has been deleted will be returned as undeliverable. Customer will retain the rights to the associated User ID as long as they remain a WOW! customer in good standing and do not release the User ID. Dormant Mailboxes that have been deleted may be reactivated through the Account Manager, although deleted messages and content will not be retrievable.

(3) Unread Message Retention in Inbox: Messages that remain in the Inbox on the server, marked as unread, for more than 120 days after receipt are subject to permanent deletion without notice.

3. **Policy Changes.**
WOW! may revise, amend or restate this policy from time to time by posting a new version on the WOW! website at www.wowway.com (or any successor url(s)). Revised, amended or restated policies are effective immediately upon posting. Accordingly, customers and users of the WOW! Internet service should regularly visit our website and review this policy. For customers receiving service through commercial accounts, bulk arrangements or similar means, some policies may not apply to you, depending upon your specific agreement with WOW!, or the provisions of any applicable business email retention policy.

4. **Limitation of Liability.**
Notwithstanding anything contained in this email retention policy (as it may be amended or restated from time to time), **WOW! AND ITS SUPPLIERS RESERVE THE RIGHT AT ALL TIMES TO PERMANENTLY DELETE A CUSTOMER'S EMAIL, EMAIL ADDRESS, USER ID, FILES OR OTHER INFORMATION THAT IS STORED ON WOW!'S OR ITS SUPPLIERS' SERVERS OR SYSTEMS. CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT WOW! SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE LOSS OR REMOVAL OF ANY SUCH EMAIL, EMAIL ADDRESS, USER ID, FILES OR OTHER INFORMATION.**

DMCA Policy and Procedure

WOW! is committed to complying with U.S. copyright and related laws. WOW! reserves the right to suspend or terminate, in appropriate circumstances, the service provided to any customer or user in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations. WOW! will terminate the subscriptions of repeat copyright infringers. WOW!'s copyright compliance policies do not affect any other rights WOW! may have under law or contract.

DMCA Notification

If you are a copyright owner or an agent of a copyright owner and you believe that your rights under U.S. copyright law have been infringed, you may submit a Notification pursuant to the DMCA. After receiving a compliant Notification regarding infringing material residing on WOW!'s network(s), WOW! will, to the extent required by applicable law, remove or disable access to the material that is alleged to be infringing and take reasonable steps to promptly notify the subscriber that WOW! has removed or disabled access to the material.

After receiving Notifications regarding repeated infringement through unauthorized file sharing, including peer-to-peer file sharing, relating to a specific subscriber account, WOW! will take action to prevent repeated infringement. Such action may include temporary or permanent termination of the subscriber account.

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to WOW!, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

You may direct DMCA Notifications to WOW!'s Designated Agent using the following information:

Designated Agent:	Kelly Arnold
Email:	DMCA@wowinc.com
Address:	Wide Open West, 7887 E. Belleview Ave., Ste 1000 Englewood, CO 80111
Telephone number:	(888) 852-9735
Fax number:	(630) 536-3108

To submit a compliant Notification, you must provide the following required information in writing (see 17 U.S.C. § 512(c)(3)):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit WOW! to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter Notification

If you receive notice that material has been removed, or access to it has been disabled, as a result of a DMCA Notification, you may file a Counter Notification with WOW!'s Designated Agent.

To be effective, a Counter Notification must be in writing and must include the following information:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or access to it was disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided the Notification or an agent of such person.

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to WOW!, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

After receiving a compliant Counter Notification, WOW! will forward a copy of the Counter Notification to the Copyright Owner. If the Copyright Owner informs WOW! that it has initiated an action seeking a court order against the subscriber, WOW! will take no additional action, and any accused infringing material will continue to be blocked until that action is resolved. If WOW! does not receive notice from the Copyright Owner that an action has been initiated against the accused subscriber, WOW! will inform the subscriber that any removed material may be replaced by the subscriber, and WOW! will take steps to restore access to any blocked materials.

Violation of Acceptable Use and Other Policies

If Customer (or any user of Customer's account) uses the Service in a way that WOW!, in its sole discretion, believes violates WOW!'s Acceptable Use or other policies, WOW! may take any responsive actions that it deems appropriate, including temporary or permanent removal of content, temporary or permanent blocking of websites, and the immediate suspension, termination or restriction of all or any portion of the Service and/or Customer's account. Customer understands and agrees that suspension of your account may result in a disruption of all services that you subscribe to, including cable television and phone services. WOW! and its agents will have no liability for any these responsive actions.

WOW! further reserves the right to investigate suspected violations of its policies. Customer expressly authorizes WOW! to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities to enforce this policy. This cooperation may include:

(i) WOW! providing available personally identifiable information about Customer to law enforcement or system administrators, including, but not

limited to, username, subscriber name, and other account information; and (ii) temporary or permanent blocking of certain websites. Upon termination of Customer's account, WOW! is authorized to delete any files, programs, data and email messages associated with Customer's account.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS WOW! AND ITS AFFILIATES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS POLICY OR RESULTING FROM CUSTOMER'S VIOLATION OF THE POLICY OR OF ANY OTHER POSTED WOW! POLICY RELATED TO THE SERVICE. CUSTOMER'S INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE APPLICABLE CUSTOMER SUBSCRIPTION AGREEMENT.

Terms and Conditions of Subscription to WOW! Internet Service

PLEASE CAREFULLY READ THE FOLLOWING STATEMENT OF TERMS AND CONDITIONS (THE "TERMS" OR THE "AGREEMENT"). **THESE TERMS IDENTIFY THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH REGARD TO THE INTERNET SERVICE (INCLUDING WIRED OR WIRELESS CONNECTION TYPES) DELIVERED BY WOW! TO ITS RESIDENTIAL CUSTOMERS, AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES.** IN THE AGREEMENT BELOW, WE REFER TO THE OPERATING COMPANY SUBSIDIARY OF WOW! INTERNET, CABLE AND PHONE THAT OWNS AND/ OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA PURSUANT TO A CABLE TELEVISION FRANCHISE WITH THE STATE OR LOCAL FRANCHISING AUTHORITY OR OTHER AUTHORIZATION AS "WOW!," "WE," "US" OR "OUR" AND YOU AS THE "CUSTOMER," "YOU" OR "YOUR." BY ESTABLISHING AN ACCOUNT OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THE TERMS, AND ANY ACCEPTABLE USE POLICY AND OTHER POLICIES ESTABLISHED BY WOW!. FOR CUSTOMERS RECEIVING SERVICE THROUGH BULK ARRANGEMENTS OR SIMILAR MEANS, SOME OF THE TERMS AND POLICIES MAY NOT APPLY TO YOU, DEPENDING UPON YOUR SPECIFIC AGREEMENT WITH WOW!. BUSINESS CUSTOMERS ARE SUBJECT TO THE TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE "BUSINESS TERMS").

1. **Subscription to Service.** WOW! provides its Internet services, as they may exist from time to time ("Service(s)"), to users who establish an authorized account ("Account") and pay a monthly service fee to subscribe to the Service. BY ESTABLISHING AN ACCOUNT, INSTALLING, ACTIVATING OR USING THE SERVICE, OR OTHERWISE INDICATING YOUR AGREEMENT TO THE TERMS OR INTENTION TO USE THE SERVICE (E.G., YOUR SIGNATURE (OR E-SIGNATURE) ON THE WORK ORDER PRESENTED UPON INSTALLATION OR ACTIVATION OF SERVICES, YOUR ONLINE, VERBAL OR OTHER ACCEPTANCE OF THE TERMS, AND/OR BREAKING THE SEAL ON THE PACKAGE OF A SELF-INSTALLATION KIT) YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THESE TERMS, ANY ACCEPTABLE USE, NETWORK MANAGEMENT OR OTHER POLICY ESTABLISHED BY WOW!. If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify WOW! and terminate your use of the Service. Business Customers are subject to the terms and conditions contained within any applicable Business Customer Agreement, sales order form and the Business Customer Agreement General Terms and Conditions (the "Business Terms").
2. **Changes to Service.** WOW! shall have the right at any time to add, change, modify, discontinue or delete any aspect, feature or requirement of the Service, including but not limited to pricing, content, hours of availability, Internet speeds, data consumption thresholds, network management practices, security features and equipment needed for access to and use of the Service. WOW! further has the right to add to or modify any rules, terms and conditions governing use of the Service at any time. An online version of this Agreement, and any policies or price list(s), as so changed from time to time, will be accessible at www.wowway.com or another online location as designated by WOW!. To the extent required by applicable law, WOW! will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by U.S. or overnight mail (e.g., in your billing statement), by hand delivery (e.g., delivery of our user guide at the time installation), by sending you an email or by posting the changed term or price, or a revised version of the policy or terms on our website at www.wowway.com). You agree that any one of the forgoing will constitute sufficient notice. Your continued use of the service will be deemed to constitute your acceptance of such change. Because we may from time to time use the methods described above to notify you about important information regarding the Services, this Agreement, and related matters, you agree to regularly check your postal mail, email, and all postings on our website at www.wowway.com (or at an alternative site as designated by WOW!). You understand and acknowledge that you bear the risk of failing to do so.

   Changes requested by you for the Services you receive may result in upgrade, downgrade, change of service or termination charges. Please refer to the Services Price List we have supplied to you for details or call us at the number on your monthly bill if you have questions.
3. **Customer Representations and Warranties.** Customer represents and warrants that:
   A. Customer (or Customer's authorized representative and each end user of Customer's Account) is at least 18 years of age; provided, however, Customer may, at his or her discretion, permit minors to use the Service under adult supervision. Customer has provided and will continue to provide to WOW! accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.
   B. Customer will comply with all export and re-export control laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and Customer will not transfer, by electronic transmission or otherwise, any content derived from the Service to either a foreign national or a foreign destination without first obtaining any required government authorization. Customer further agrees not to upload to the Service any data or software that cannot be exported without prior written government authorization. The terms "export" and "re-export" mean transferring or releasing technology to another country or to a national of another by any means - physical, electronic, or otherwise. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals.
   C. Customer is responsible in all respects (including all payment obligations) for all use of Customer's Account in all circumstances, including under any screen name or password by any person. Customer is responsible for protecting the confidentiality of Customer's passwords. Customer will ensure that all use of Customer's Account complies fully with the provisions of these Terms and any operating rules that may be promulgated from time to time by WOW!, and all use by others of Customer's Account is subject to the terms hereof. Customer shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Service and/or the WOW! Equipment by Customer or by any other user of the Service. Customer agrees to indemnify, defend and hold harmless WOW! and its affiliates and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service and/or the WOW! Equipment or the breach of this Agreement by Customer or any other user of the Service.
4. **Uncensored Feed**. Customer understands that the Service provides an uncensored feed from the Internet and that WOW! does not control,

and assumes no responsibility for, content on the Internet or posted by a Customer. Customer acknowledges that there is some content and material on the Internet or otherwise available through the Service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, may expose you to malicious or harmful content, or may violate your protected rights or those of others. WE ASSUME NO RESPONSIBILITY FOR THIS CONTENT OR MATERIAL. ALL CONTENT AND MATERIAL ACCESSED BY YOU OR OTHERS THROUGH THE SERVICE IS ACCESSED AND USED BY YOU OR SUCH OTHERS AT THEIR OWN RISK, AND NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. WOW! RESERVES THE RIGHT AS PART OF ITS NETWORK MANAGEMENT (BUT DOES NOT ASSUME THE OBLIGATION) TO IMPLEMENT SAFETY AND SECURITY PRACTICES OR FEATURES THAT MAY INCLUDE BLOCKING ANY WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION CONTAINS CONTENT THAT VIOLATES FEDERAL, STATE OR LOCAL LAW, INCLUDING WEBSITES THAT DEPICT CHILD PORNOGRAPHY, OR IS OTHERWISE HARMFUL OR MALICIOUS OR INTRODUCES WEB-BASED THREATS. QUESTIONS OR COMPLAINTS REGARDING CONTENT OR MATERIAL SHOULD BE ADDRESSED TO THE CONTENT OR MATERIAL PROVIDER. YOU ACKNOWLEDGE THAT SOFTWARE PROGRAMS CLAIMING TO BE CAPABLE OF RESTRICTING ACCESS TO SEXUALLY EXPLICIT MATERIAL ON THE INTERNET ARE COMMERCIALLY AVAILABLE. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF SUCH PROGRAMS.

5. **Network Safety Blocking Feature.** As part of the reasonable network management practices associated with its residential Internet service, WOW! may in its sole discretion use a targeted threat protection solution that helps protect against DNS and web-based threats (such as malicious domains and URLs, malware, ransom ware downloads and zero-day phishing attacks) by blocking such domains and URLs, and other threats (the "Blocking Feature"). The Blocking Feature automatically blocks certain websites and web-based threats that are determined by WOW! in its sole discretion to be likely malicious or otherwise harmful (the "Blocked Sites"). You understand and agree that WOW! may use unaffiliated third party databases, as well as other industry information sources, in implementing the Blocking Feature. The Blocking Feature is subject to change or discontinuance at any time by WOW!.

   You agree and understand that:

   A. The Blocking Feature will automatically block the Blocked Sites, so that those websites are not accessible by use of the WOW! Internet Service. You will receive a notification from WOW! when a Site is blocked. WOW! may use information sources over which it has no control (such as third party databases) to implement the Blocking Feature, which information may change from time to time. There is a risk that the Blocking Feature will block websites that you may want to access. VISIT OUR WEBSITE AT WWW.WOWWAY.COM/HELP-CENTER/INTERNET AND SELECT "INTERNET SECURITY", OR CALL US AT 1-866-496-9669 FOR MORE INFORMATION ABOUT HOW TO ACCESS A BLOCKED WEBSITE.

   B. WOW! may modify, disable or discontinue the Blocking Feature at any time. WOW! will take reasonable steps to notify Customers in advance of material changes to or discontinuation of the Blocking Feature, which notice may be accomplished by reasonable means selected by WOW!, including mail (such as information on your billing statement), email, phone or text and/or posting to the WOW! website.

   C. WOW!'s discontinuance of or change to the Blocking Feature does not constitute a breach by WOW! or a default of WOW!'s service obligations to you. WOW! DOES NOT GUARANTEE THAT THE BLOCKING FEATURE WILL BE ERROR-FREE, UNINTERRUPTED OR ACCURATE, OR THAT IT WILL BLOCK ANY OR ALL MALICIOUS OR HARMFUL SITES OR OTHER WEB-BASED THREATS. WOW! MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR QUALITY OF THE BLOCKING FEATURE. WOW! MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER.

   D. UNDER NO CIRCUMSTANCES SHALL WOW!, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE TO YOUR PERSON OR PROPERTY RESULTING FROM THE FAILURE TO DETECT A BLOCKED SITE OR OTHER WEB-BASED THREAT OR FOR IMPROPERLY CLASSIFYING AN ACCEPTABLE SITE AS A BLOCKED SITE.

   E. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEM OR DISSATISFACTION WITH THE WOW! BLOCKING FEATURE IS TO UNSUBSCRIBE FROM AND STOP USING THE WOW! INTERNET SERVICE. WOW! SHALL NOT INCUR ANY LIABILITY TO YOU OR HAVE ANY OBLIGATION TO REFUND ANY MONIES PAID OR PREPAID FOR YOUR USE OF THE WOW! INTERNET SERVICE BASED UPON A FAILURE OF OR DISCONTINUANCE BY WOW! OF THE BLOCKING FEATURE.

   F. The Blocking Feature does not relieve Customer of its obligations under applicable law, including the Digital Millennium Copyright Act (DMCA). Customer is responsible for all use of the WOW! Services. Customer agrees to defend, indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer.

6. **Eavesdropping**. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive, confidential, or personally identifiable information posted, stored, transmitted (for example, by email) or disseminated by you is done so at your sole risk, and neither WOW! nor its affiliates, suppliers or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.

7. **File Sharing.** WOW! recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer's machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with "file sharing," and that WOW! and its affiliates, suppliers or agents shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by the Customer.

8. **FTP/HTTP.** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither WOW! nor its affiliates, suppliers or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

9. **INTERNET SPEEDS.** WOW! PROVISIONS ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR HOME OR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS.

WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS. TO REACH SPEEDS ABOVE 1GBPS FOR A SINGLE DEVICE, YOU MUST USE AT LEAST A CAT6A CABLE PLUS AN ETHERNET PORT RATED FOR MULTI-GBPS SPEEDS.); THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR HOME LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE HOME AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

10. **INTERNET ACCESS THROUGH WOW! WIFI.** If you subscribe to certain of WOW!'s Internet services, you may, if you satisfy any then applicable availability and eligibility requirements, for a separate monthly charge, access the Internet with your WOW! Internet service wirelessly with a WiFi solution offered by WOW!, through equipment that we install in your home (a WiFi solution offered by WOW! is referred to as "WOW! WiFi"). Where indicated, some terms below apply particularly to WOW!'s Whole-Home WiFi solution (referred to as "WOW! WHWF". Your use of WOW! WiFi is subject to: (i) these terms of service; and (ii) our acceptable use and privacy policies applicable to our Internet services; and (iii) the additional requirements set forth in Section 9.A below. WOW! WiFi, including WOW! WHWF, are not available in all locations and availability is subject to certain restrictions and requirements, which may change without notice. Please see our Network Management Practices at www.wowway.com/networkmanagement for our device attachment rules.

    A. **Additional Requirements of WOW! WiFi**. To use WOW! WiFi, including WHWF, you must: (i) be a WOW! Internet subscriber in good standing, subscribing to an eligible service level or service package; (ii) obtain from WOW! equipment and software that may vary depending upon your service plan and WOW! WiFi solution (the "WiFi Equipment"), which provides a point of access to the WOW! WiFi offering that you subscribe to. Title to all such WiFi Equipment provided by WOW! shall remain with WOW! and its suppliers and may be used only with your WOW! Internet service. Risk of damage to such WiFi Equipment shall remain with WOW! except to the extent that damage is attributable to Customer's acts or omissions, negligence, or willful or intentional misconduct. You are responsible for the safe return of the WiFi Equipment to WOW! after your use of the WOW! WiFi offering ends. Software associated with the WiFi Equipment may be delivered to you from time to time to update the software you were originally given to use by us or our supplier. You may use software (and any updates) solely in executable code form; (iii) have a wireless-enabled device for Internet connectivity within your home that meets U.S. and WiFi Alliance standards. WOW! may restrict the number of devices you may use to connect to the WiFi Equipment. The number of permitted devices is subject to change from time to time; (iv) be properly authenticated. A username and password is required to access the WiFi Equipment to make sure you are authenticated by WOW!. You must provide accurate and complete sign-in and registration information and protect the password, username and security information you use to access WOW! WiFi; and (v) for WOW! WHWF or WOW! WiFi customers with eero devices, agree to terms, conditions and policies of our WiFi Equipment manufacturer, eero Inc. (referred to as "eero" or "supplier") which will be provided to you at or about the time of registration, service installation or activation, and are available for your review at https://eero.com/legal/tos. You understand and agree that the eero WiFi Equipment is manufactured by eero, a company not affiliated with WOW!. To use eero WiFi devices for WOW! WiFi or WHWF, you must establish an account with eero through its app, which will require you to provide certain information to eero (such as your name, email and phone number) and agree to the eero terms and privacy policy. The operation, use and performance of the WiFi Equipment is governed by these Terms of Service, as well as any terms, conditions and warranties provided by eero. If you have any issues concerning your WOW! WiFi, you should contact WOW! by calling us at the contact phone number on your billing statement. You agree to: (i) safeguard the WiFi Equipment from loss or damage of any kind, and (ii) not permit anyone other than an authorized representative of WOW! to perform any work on the WiFi Equipment; and (iii) use the WiFi Equipment only in connection with your WOW! Internet service.

    B. **Risks and Limitations of WiFi.** (i) **Information and Data Security**. WiFi is not an inherently secure technology. You agree that WOW! will use commercially reasonable efforts to provide its WiFi offerings, including WHWF, but acknowledge that WiFi utilizes public, unlicensed radio-frequency. As such, WiFi is subject to external interferences, environmental influences and other factors and variables beyond WOW!'s reasonable control. YOU ACKNOWLEDGE THAT COMMUNICATIONS OVER WIFI MAY BE SUBJECT TO INTERCEPTION BY UNAUTHORIZED THIRD PARTIES. Although WOW! and its suppliers use commercially reasonable efforts to provide you with a secure and reliable service, your use of WOW! WiFi is AS IS and AS AVAILABLE and we cannot and do not make any general or specific warranties regarding the security, availability, quality, performance, or other functionality of WOW! WiFi offerings or WiFi Equipment. You are responsible for implementing your own security protections while using WOW! WiFi. In the event you become aware of any unauthorized use of a WOW! WiFi offering or any other security breach (including but not limited to third-party use of your ID and password), you agree to immediately notify us. WOW! expressly disclaims any responsibility or liability for your use of WiFi and for any lack of security that may result from your use of WOW! WiFi. You assume all risk and release WOW! in the event of any damage you may suffer during use of WiFi, including the introduction of any viruses that may occur or breaches from unauthorized third parties. Please ensure your anti-malware software is up to date and that your data is backed up or otherwise protected. Please be mindful of others that may be able to view the content on your device. YOU AGREE TO HOLD WOW! AND ITS SUPPLIERS HARMLESS FOR THE FAILURE OF ANY DATA TRANSMISSION, LOSS OF ANY FILE, DATA OR OTHER INFORMATION WHILE USING A WOW! WIFI OFFERING, AND FOR ANY UNAUTHORIZED ACCESS TO OR UTILIZATION BY ANY THIRD PARTY OF ANY PERSONAL, FINANCIAL, OR OTHER SENSITIVE INFORMATION. (ii) **WiFi Service Availability and Performance**. WOW! WIFI OFFERINGS USE RADIO TRANSMISSIONS, SO YOU MAY NOT BE ABLE TO USE WOW! WIFI IF YOUR WIRELESS DEVICE IS NOT WITHIN RANGE OF AN AVAILABLE ACCESS POINT. EVEN WITHIN A COVERAGE AREA, THERE ARE MANY FACTORS THAT MAY IMPACT THE AVAILABILITY, PERFORMANCE AND QUALITY OF WOW! WIFI. WOW! WIFI quality, speed, performance and availability may vary, and be limited or affected by various factors including, but not limited to: (a) limitations associated with wireless network protocols (i.e., wireless network protocols have lower actual speeds than the theoretical maximum connection speed, and so the speed you receive for a WiFi connected device is typically unable to achieve the speed of a device connected directly to your modem); (b) transmission and download speed and accuracy; (c) network

congestion and capacity; (d) performance, configuration, and functionality of your WiFi devices and wireless cards (including, but not limited to memory, storage and other limitations), and any devices to which they are attached; I the number of WiFi devices connected at any time; (f) physical obstructions and distances between your WiFi device and the WiFi network; (g) availability of electric power; (h) transmission and equipment limitations, failures, maintenance or repair; and (i) user error. DATA DELAYS AND OMISSIONS MAY OCCUR. WE ARE NOT RESPONSIBLE FOR DATA LOST OR MISDIRECTED DUE TO THESE AND OTHER FORESEEABLE AND UNFORESEEABLE FACTORS. Any network speed is an "up to" estimate only and is no guarantee of the speed at which your WiFi device or Internet service will operate. Actual network speed and other performance will vary. WiFi connection speeds are also subject to limitation of WiFi network protocols and the capability of the device on the network. WOW! WiFi uses equipment that can support wireless and wired speeds that vary depending on the specific device type and other operating conditions. (iii) **WOW! Management of the WiFi Service**. WOW! MAY CHANGE THE AVAILABILITY AND/OR FUNCTIONALITY OF A WOW! WIFI OFFERING AT ANY TIME. You understand that WOW! may have to manage WOW! WiFi in order to ensure a good experience for multiple simultaneous users By using WOW! WiFi, you acknowledge and consent to WOW!'s (and its suppliers) automated processing of your communications through the WiFi network, including information such as your IP or MAC address, WOW! customer ID, HTTP requests and other information related to the provision of WOW! WiFi. (iv) **911 Calls.** WOW! WiFi is not intended for use in making 911 calls. It is not recommended that you use over-the-top voice services to make 911 or other emergency calls using WOW! WiFi.

C. **Intellectual Property.** WOW! and/or its authorized manufacturers and suppliers own all intellectual property rights in the WiFi Equipment, including related written materials, software, logos, websites, applications, names and other support materials. No title to the intellectual property in the WiFi Equipment or any other material provided therewith is transferred to you. All rights are reserved. All names, trademarks and logos that appear in connection with WOW! WiFi are the property of WOW! and/or its third party suppliers. You may not use any of these names, trademarks or logos without W'W!'s prior written permission or the permission of the owner. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes WOW! WiFi or WiFi Equipment is strictly prohibited.

Monitoring and Collection of Data. WOW! and its equipment suppliers (including eero), vendors, partners and licensors (sometimes referred to as "WiFi Suppliers") may collect and use certain information about you when you use WOW! WiFi or WOW! WHWF. We use this information to register your subscription to WOW! WiFi or WHWF and authenticate you as a valid WOW! Internet and WiFi subscriber authorized to access WOW! WiFi or WHWF, which may include without limitation name, phone number, email address and password, the configuration of your WiFi-enabled device and the unique device identifier ("Device ID") associated with your device (such as a serial number and/or MAC address), and IP address associated with your Internet service. Once you are registered and authenticated, your information will be stored by WOW! and/or its WiFi Suppliers to allow you to auto-connect to WOW! WiFi or WHWF without having to authenticate each time you access the service. Periodically you will be required to re-authenticate. WOW! and/or its WiFi Suppliers may track and store IP addresses and the MAC address of your device accessing WOW! WHWF, as well as usage data associated with the MAC addresses of each device. We also may collect usage data relating to your use of WOW! WiFi WHWF, which data will be collected in the aggregate and linked only to your Device ID. You further acknowledge and agree that WOW! and/or its WiFi Suppliers: (i) has the right to electronically monitor your use of WOW! WiFi orWHWF to operate the WiFi Equipment properly, to protect itself or its subscribers, to enhance or develop WOW! services offered to you, to disclose any information as necessary to satisfy any law, regulation or other governmental request (such as a subpoena or court order), or to protect our rights, network, users or property; and (ii) monitor the traffic for network management and security purposes, such as identifying malware, bandwidth consumption, location of the access points, session start and end time, types of protocols and applications used, and illegal content such as child pornography; and (iii) may also collect additional personal information from you, as part of a registration process or otherwise. We may use that information for marketing and other purposes. More information about the collection of data is available in the WOW! Privacy Policy located at www.wowway.com/experience/terms-and-conditions/privacy-policy, and the eero privacy policy located at www.eero.com/legal/privacy. YOU HEREBY AGREE AND CONSENT TO OUR AND OUR WIFI SUPPLIERS COLLECTION, USE, TRANSMISSION, PROCESSING AND MAINTENANCE OF DATA AND INFORMATION IN CONNECTION WITH THE PROVISION OF WOW! WHWF (INCLUDING WITHOUT LIMITATION FOR PURPOSES OF PROVIDING WOW! WHWF TO YOU, CONTACTING YOU REGARDING WOW! WHWF OR OTHER WOW! PRODUCTS OR SERVICES, PROVIDING CUSTOMER SUPPORT AND MAINTENANCE FOR WOW! WHWF, AND FOR TESTING FUNCTIONALITY, TROUBLESHOOTING REPORTED BUGS AND OTHER PURPOSES RELATED TO PROVIDING, ANALYZING, AND IMPROVING WOW! WHWF). WE WILL USE AND DISCLOSE ANY PERSONALLY IDENTIFIABLE INFORMATION THAT WE MAY COLLECT FROM YOU IN CONNECTION WITH YOUR USE OF WOW! WHWF (FOR EXAMPLE, YOUR NAME, PHONE NUMBER AND EMAIL ADDRESS) IN ACCORDANCE WITH THE TERMS OF THE WOW! SUBSCRIBER PRIVACY POLICY AND/OR THE EERO PRIVACY POLICY. WOW! WHWF is not directed to children under the age of 13 and WOW! does not knowingly collect information from persons under the age of 13. Users under the age of 13 should have parental or guardian permission before providing information to use WOW! WHWF.

D. **Optional Third-Party Services.** In some service areas, eero Secure and eero Plus service is available through WOW! to WHWF and WiFi customers with eero devices. The product is provided by eero, a third party not affiliated with WOW!, and is subject to its own terms, conditions, and policies. WOW! is not responsible for your access to or use of such third-party products and services, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party product or service. WOW!'s provision of links or other direct access to such a third-party service provider does not imply affiliation with the provider, even if the product or service is billed to you by WOW! on behalf of the third party.

11. **Charges and Fees.**

A. Customer must (i) provide WOW! with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) promptly report to WOW! all changes to this information. Customers are responsible for any charges to their Account.

B. Customer agrees to pay for the Service that he or she has subscribed to, including applicable charges for installation, service, equipment rental and all applicable local, state or federal fees or taxes, however designated. Customer shall pay each invoice in immediately available U.S. funds. Customer may pay by valid credit card, money order, online bank bill pay (Electronic Funds Transfer), debit card, check, or certain other third-party services approved in advance by us. We may change the payment methods we accept from time to time at our sole discretion. Certain additional terms may apply depending on your selected payment method.

C. Monthly charges for the Service are set forth on a separate price list or sales order form ("Price List") and are subject to change in the future. Customer may be charged an additional payment convenience fee for payments made through a customer care representative or at a WOW! payment center.

D. Pricing Policy: All of our prices are subject to change. Prices and price guarantees exclude taxes and fees, however designated (including, as applicable, regulatory fees, franchise fees, regulatory recovery fees, separate cost recovery charges (such as the Network Enhancement Fee), network and subscriber line fees, carrier fees and/or other access fees, surcharges, excises, and program related fees), additional equipment, installation, late fee, service call and repair charges, and usage- based and separately billed charges (collectively, the "Separate Fees and Charges"). **Pricing for some Internet plans in some service areas may include a separate Network Enhancement Fee. The Network Enhancement Fee recovers a portion of WOW!'s cost for network improvements, security and maintenance and is in addition to other charges associated with WOW! Internet services. It is not a government tax or fee.** Customers

who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.**

E. **Internet Services Price Lock Promise:** In some service areas, WOW! may offer for an additional charge a "price lock promise" for its Internet services, which means that the price for your base Internet services will not increase so long as you continuously maintain your current level of services in good standing and there is no service or service package change. Service change or termination for any reason voids WOW!'s Price Lock Promise Internet rate, and then current pricing will apply. The Price Lock Promise applies to the monthly base price of Internet services only, so it does not apply to things like: one-time charges (such as charges for installation, or optional charges that are customer specific, like optional rental equipment); government imposed taxes and fees; and other pass-through charges not included in the monthly base price that are authorized by statute or regulatory authority. These separate fees and charges may be changed at any time, as applicable.

F. Service charges will be billed monthly in advance and are payable on the due date specified on the bill. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us.

If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect.

Notice of Electronic Check Conversion: When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, **funds may be withdrawn from your account as soon as the same day we receive your payment**, and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to $30. Returned checks may be represented electronically.

Paperless Billing; Paper Statement Fee. We reserve the right to impose a fee of $4.00 per month for each paper statement that we send to you. The fee is subject to change with notice to you. You can avoid this fee by agreeing to WOW!'s paperless billing. By agreeing to paperless billing, you acknowledge and agree that you will no longer receive paper billing statements in the mail and you will instead receive an email notification from us informing you when your monthly statement is ready to view on wowway.net. You will then have the ability to log on to your WOW! account to view and pay your bill. You can switch back to receiving paper statements at any time. If you require a paper statement due to a visual or other impairment, we will provide you with paper statements. Please contact us to learn more at 1-866-496-9669.

G. In the event Customer pays WOW! an amount in excess of the amount due for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer's next monthly billing statement. If a billing dispute occurs, Customer has thirty (30) days from the date of receipt of the bill to register a written dispute with WOW!. Customer should send billing disputes to:
WOW!, Attn: Billing Disputes, 6050 Knology Way Columbus, GA 31909
Failure to object to a billing statement in writing within the 30 day period constitutes Customer's conclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction.

H. Customer must pay all monthly charges for the Service, along with all other WOW! services (cable television and/or phone), on or before the due date stated on the monthly bill. IN ADDITION, WOW! MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Failure to deliver payment by the due date is a breach of Customer's agreement with WOW! and may result in discontinuance or suspension of Service and/or your account, the removal of equipment delivered and/ or the imposition of a late fee or service charges. This individual breach causes WOW! to suffer damages in an amount that is difficult to ascertain with certainty. WOW! has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a liquidated damages late fee amount. Accounts with a delinquent balance will be assessed a late fee. The current late is set forth in the price list applicable to your service are or can be provided to you on request. WOW! Late fee policy is subject to change at any time. WOW! reserves the right to change the late fee amount at any time in the future. An additional charge may be imposed if a check or other form of payment (including bankcard and credit card charge backs) is not honored due to insufficient funds or credit. In the event collection activities are required, a collection and/or trip charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees incurred by WOW! will be paid by Customer. Moreover, if we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non- payments. If you fail to pay the full amount due for any or all of the Service(s) then WOW!, at its sole discretion in accordance with and subject to applicable law, may interrupt, suspend or disconnect any or all the Service(s) you receive. WOW!'s late fee, service interruption and disconnection policies are subject to change at any time.

I. **Restoration of Services; Charges, Terms and Conditions:** Before restoring a Customer's Service after an interruption of service for non-payment, WOW! may require that the Customer establish a credit card or an EFT method of payment. WOW! will require as a condition to restoration of services following a service interruption that the customer pay all past balances along with a charge for services equivalent to those charges that would have been imposed but for the service interruption during the service interruption period. Additionally, as a condition to restoration of services, Customer must pay any security deposit, reconnection charge, reactivation charge, and any other applicable franchise fees, taxes and other applicable charges.

If a Customer is disconnected (whether voluntarily or involuntarily), the Customer's past due balance will consist of all amounts due and owing as of the earlier of the Customer's service interruption date or Disconnection with the Customer legally responsible for payment of all such past due amounts, as well as for the safe return of all WOW! Equipment.

J. WOW! shall charge all amounts payable by you to WOW! pursuant to this Agreement to your credit card or bank account in accordance with the information provided by you. By providing a credit card number to us or establishing a recurring bank charge, you authorize us to continue charging the credit card or bank account for all monthly fees (including without limitation monthly service fees and equipment charges, as well as applicable taxes and fees) payable to WOW!, and any other charges incurred by you and payable to WOW!

pursuant to this Agreement. You agree that WOW! is not liable for any NSF, overdraft or other charges related to any charge against your credit card or bank account and that you may incur late fees, disconnect and other charges from WOW! if payment is delayed based upon rejection of such charge for any reason. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate. You warrant that you are either the authorized signatory on the credit card or bank account placed with us, or you have secured permission from the authorized signatory on the credit card or bank account to allow us to charge amounts to the authorized signatory's credit card or bank account in accordance with this Agreement. You agree to inform us immediately of any change in credit card or bank account information (including without limitation a change in credit card expiration date). Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If WOW! does not receive payment from your credit card issuer or its agents or your bank account, you agree to pay all amounts due upon demand by us.

K. The Service will allow you to access the Internet, content providers, providers of services, online services and other information. You acknowledge that you may incur charges on account of such access or usage through the Service separate and apart from the amounts charged by us. In addition, you may incur charges as a result of accessing online services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided in connection with such transactions.

L. WOW! shall have the right, upon reasonable prior notice and during Customer's normal business hours, and subject to any reasonable security requirements, to audit Customer's use of the Service, to ensure Customer's compliance with these Terms and any applicable Customer Agreement. If WOW!'s audit reveals that Customer's usage of the Service exceeds Customer's rights hereunder or under any applicable Customer Agreement, WOW! may: (i) charge to Customer an additional amount for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay WOW!'s then-current fees for such additional usage; and/or (ii) limit, suspend or terminate Customer's service; and/or (iii) require that Customer subscribe to a level or package of service more suitable to Customer's use requirements.

M. Customer will be liable for all use of the Services and for any and all stolen Services or unauthorized use of the Services. Customer agrees to notify WOW! immediately in writing or by calling our customer service line during normal business hours if Customer becomes aware at any time that the WOW! Equipment is stolen or that the Services are being stolen or used without Customer's authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you.

N. Additional Terms for Usage Based Data Plans. In some service areas, WOW! may bill for its Internet service based in part upon the amount of data used in a given month ("Usage Based Data Plans"). For Usage Based Data Plans, WOW! applies a monthly data consumption threshold (the "Monthly Data Usage" allowance). Unlimited data plans may be added for an additional monthly charge, which charge is independent from your actual data usage but, like all other WOW! Internet customers, your use of the WOW! Internet service must be consistent with our Acceptable Use and network management policies. The Unlimited data option is not available for all service plans or packages and Usage Based Data Plans are not available in all service areas. Customers subscribing to one of the following Usage Based Data Plans shall be subject to the Monthly Data Usage allowance amount for their service plan as set forth in the table below. WOW! RETAINS THE RIGHT IN ITS SOLE DISCRETION TO CHANGE OR ADOPT DIFFERENT OR ADDITIONAL SERVICE OR USAGE PLANS, DATA CONSUMPTION THRESHOLDS, OVERAGE CHARGES OR OTHER USAGE PLAN TERMS FOR THE SERVICE AT ANY TIME. IF WE DO THIS, WE WILL NOTIFY CUSTOMERS AND, IF NECESSARY, UPDATE APPLICABLE POLICIES AND TERMS.

Plan	Monthly Data Usage Allowance*	Overage Charge per 50 GB of Additional Data Allowance
Internet 50	1024 GB	$10.00 each up to 5 per month
Internet 100	1536 GB	$10.00 each up to 5 per month
Internet 200	1536 GB	$10.00 each up to 5 per month
Internet 300	1536 GB	$10.00 each up to 5 per month
Internet 500	2560 GB	$10.00 each up to 5 per month
Internet 600	2560 GB	$10.00 each up to 5 per month
Internet 1000	3072 GB	$10.00 each up to 5 per month
Internet 1200	N/A (Includes Unlimited Data)	N/A (Includes Unlimited Data)

* WOW! services that are not delivered over broadband Internet access service, including WOW! tv+, do not count against the high-speed data usage allowance.

Data usage allowances are per calendar month. You agree that WOW! may notify you of your data usage by email, SMS text message and/or other reasonable means, including automated messages that you are reaching or have exceeded your Monthly Data Usage plan amount. If you are not on an Unlimited data plan and choose to use more than the Monthly Data Usage allowance in a given month, you will automatically incur an additional charge (currently $10 plus tax for each whole or partial block of 50 GB, up to maximum of $50 per month (the "Overage Charge")). The charge for exceeding your Monthly Data Usage plan amount will appear on your bill statement following the last day of the month for which you exceeded your data usage plan (or on the subsequent bill statement, depending on your bill cycle date). UNUSED DATA DOES NOT ROLL OVER FROM MONTH TO MONTH. SO YOUR DATA ALLOWANCE RE-SETS THE FIRST DAY OF EACH CALENDAR MONTH REGARDLESS OF ACTUAL USAGE DURING THE PRIOR BILLING CYCLE. The amount of bandwidth usage of Customer's account is the sole responsibility of Customer, whether or not such usage was by Customer or authorized by Customer. All usage of the Service remains subject to WOW!'s Acceptable Use Policy, network management policies and Internet Terms and Conditions. Without limitation, Customer's usage of the Service cannot restrict, inhibit, interfere with, or otherwise disrupt or cause disruption, performance degradation of other users or impair or threaten to impair the operation of WOW!'s systems or network.

12. **Third Party Services.**

A. **Streaming Services.** If you use your WOW! Internet service to access video programming or other content ("Streaming Services"), you agree and understand that Streaming Services providers are third parties not affiliated with WOW!, and may require additional subscription, equipment and/or payments to access, and may be subject to their own terms, conditions and policies. Streaming Services require a compatible smart TV and/or a customer-supplied streaming digital media player device. You understand and agree that WOW! is not responsible for your access to or use of such third-party Streaming Services, including their subscription or payment requirements,

their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party Streaming Services, or for the use, storage or disclosure of information that you provide to a such a third party. You assume all risks associated with such third-party Streaming Services. WOW!'s provision of links or other direct access to a third-party Streaming Services provider does not imply endorsement by WOW! of the third-party site, service or its contents, or affiliation with its operators. You alone are responsible for reviewing and abiding by any applicable privacy statements and terms of use of the third-party Streaming Services. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content or information over the Internet, or providing personal information to a third party.

B. **Additional Requirements for YouTube TV purchased through WOW!.** Unlike other Streaming Services that you can access through WOW! Internet Service, YouTube TV can be purchased by certain qualified WOW! Internet customers and billed directly to the customer by WOW!. YouTube TV is a Streaming Service provided by Google, LLC, a third party not affiliated with WOW!. These additional terms apply to WOW! customers who purchase YouTube TV through WOW!. You must: (i) subscribe to and maintain WOW! Internet service; (ii) establish and maintain a Google account; (iii) provide and maintain a credit card that will be used to automatically process YouTube TV payments; and (iv) use the activation link provided by WOW! and complete activation through WOW!'s online account manager to subscribe to YouTube TV through WOW!. YouTube TV services will be billed to you in advance by WOW!. If you are currently, or have previously, subscribed to YouTube TV, inclusive of a YouTube TV trial, you are not eligible for a YouTube TV discount. Standard YouTube TV rates will apply. If you are eligible for a promotional discount period from YouTube TV, standard YouTube TV paid subscription rates will automatically apply after the promotional period and will be reflected on your WOW! bill. Rates, discounts and eligibility requirements are determined by, and subject to change by YouTube TV. YouTube TV is offered on a pre-paid, monthly subscription basis. You can cancel the YouTube TV paid subscription at any time, but no refunds for partial billing periods are available. The terms addressed in this Section apply to your eligibility to purchase YouTube TV through WOW!, but the YouTube TV services are provided directly by Google LLC, and so are subject to Google's separate terms, condition and policies. WOW! Customers should review these separate terms and conditions at https://tv.youtube.com/learn/offer-terms/ prior to using the service. WOW! is not responsible for YouTube TV service, or its contents, pricing, or features. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in providing personal information to YouTube TV. If you consent, YouTube TV may provide WOW! with certain information and data related to your YouTube TV service such as your name, Google ID and email address associated with your Google account. YouTube TV may change or cancel the offer, pricing, services, eligibility requirements or terms at any time. In some market areas, WOW! may offer a streaming set top box (the "WOW! TV Pro") which you may lease for an additional monthly charge per box, up to a maximum of 6 boxes. You must have WOW! Internet and subscribe to YouTube TV to lease this optional equipment. An HDMI cable is required in order to connect your WOW! TV Pro box to a television, and the television must have HDMI functionality and an available HDMI port. WOW! TV Pro boxes must be returned to WOW! upon cancellation of your YouTube TV subscription. Unreturned equipment or other charges may apply.

C. **WOW! Mobile Powered by Reach.** The mobile phone service offered by WOW! in select markets to its customers is provided by Reach Mobile (the "Mobile Phone Service"), a third party not affiliated with WOW!. The Mobile Phone Service is subject to Reach Mobile terms, conditions and policies. You understand and agree that WOW! is not responsible for your purchase, access to or use of the Mobile Phone Service, including the subscription or payment requirements, content, features, pricing, equipment requirements, terms and policies, or any other aspect of the Reach Mobile Phone Service, or for the use, storage, or disclosure of information that you provide to Reach Mobile. Reach Mobile will provide customer support related to its Mobile Phone Service. WOW!'s provision of website links or other direct access to Reach Mobile information or eligibility for discounts on products or services does not imply affiliation between WOW! and Reach Mobile. You assume all risks associated with the Reach Mobile Phone Service. You alone are responsible for reviewing and abiding by any applicable privacy statements, policies and terms of use of the Reach Mobile Phone Service. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in providing personal information to Reach Mobile. If you consent with Reach Mobile, Reach Mobile may provide WOW! with certain information and data related to the Mobile Phone Service.

D. **Other Third Party Products and Services.** WOW! may from time to time offer other services, products and/or features that are provided by third parties not affiliated with WOW!, such as enhanced security products and services, and home warranty products. These products and services are offered by third parties and are subject to their own terms, conditions and policies. You understand and agree that WOW! is not responsible for your purchase, access to or use of such third-party products and services, including their subscription or payment requirements, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party product or service, or for the use, storage or disclosure of information that you provide to a such a third party. You assume all risks associated with such third-party products and services. WOW!'s provision of links or other direct access to a third-party service provider or product supplier does not imply endorsement by WOW! of the third-party product, site, service or its contents, or affiliation with its operators, even if the product or service is billed to you by WOW! on behalf of the third party. You alone are responsible for reviewing and abiding by any applicable privacy statements and terms of use of the third-party products and services. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content or information over the Internet, or providing personal information to a third party.

13. **Equipment and Software.**

A. In order to provide Service, WOW! must install in and upon the Customer premises certain equipment (the "Equipment"), which varies by service level, service type and service location, Equipment requirements and pricing are subject to change. Equipment may include, but is not limited to, cabling and related splitters, cable modems, Optical Network Terminals (ONTs)/Fiber Terminals (collectively known as "Fiber Terminals") and access points provided by WOW!, wireless devices, and other cable-related apparatus and Software provided by WOW! (excluding equipment purchased or owned by Customer). In some service areas, WOW! provides fiber-based Internet service (fiber Internet), which requires certain specialized equipment from WOW!. One WOW! Fiber Terminal must be installed by WOW! in your home to receive fiber Internet services. WOW!'s advertised fiber Internet speeds reflect maximum wired speeds delivered to the Fiber Terminal at your location. After the Fiber Terminal point, the location, number, capabilities, and limitations of WiFi equipment, connected Customer provided equipment and other factors will determine maximum speed to a device.

B. Customer acknowledges that the use of the Service may also periodically require updates and/or changes to the Equipment and/ or Software. Customer will allow WOW! and/or its agents: (i) reasonable access to Customer's premises (including access to any Inside Home Wiring and other equipment owned by Customer) to install, operate, repair, replace, upgrade, alter and/or maintain any WOW! facilities or Equipment and perform any functions required in order to deliver the Services; and (ii) upon the termination of Service, to remove any WOW! Equipment from the premises (it being understood that WOW! is not obligated to remove all Equipment that is installed within or upon Customer's premises, but WOW!'s failure to remove its property shall not be deemed an abandonment thereof, unless WOW! has otherwise agreed to transfer ownership of the Equipment to Customer)

C. Customer further agrees: (i) to allow WOW! or its representatives to be on Customer's premises outside of Customer's home, even if Customer is not present; (ii) that the installation of WOW! Services may require drilling, cutting and other alterations or improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such

alterations, or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); (iii) to allow WOW!, in its discretion, to use for the provision of WOW!'s Services any existing cable wiring, conduit and/or other devices located within or installed upon the premises; (iv) that it will be solely responsible for any and all costs of installation; and (v) not to use WOW! Equipment for any purpose other than for use of the Services in accordance with this Agreement.

D. Customer understands and agrees that use of the Service requires certain equipment provided by the Customer such as a personal computer or other device, cable modem (which can also be leased from WOW!) and an appropriate operating system ("Customer Equipment"). If you purchase your own cable modem, it must meet the DOCSIS compatibility requirements established by CableLabs, WOW!, and its underlying providers. WOW! reserves the right to provide the Service only to the extent that you use a cable modem compatible with the Service. Whether the cable modem is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in the cable modem at any time that we, in our sole discretion, determine is necessary or desirable. We may also send software or downloads to the Customer Equipment and install, configure, maintain, inspect, or upgrade the Customer Equipment. We may perform these upgrades or changes remotely or on the Premises as we determine in our sole discretion.

E. Customer represents that Customer owns the Customer Equipment or otherwise has the right to use it in connection with the Services, and Customer has the authority to give us access to the Customer Equipment. Customer agrees to adequately repair and maintain all of the Customer Equipment (including Inside Home Wiring) so that it does not interfere with the normal operations of WOW!'s Equipment or system. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer or WOW! Equipment that degrades WOW!'s signal quality or strength, or otherwise impairs the functionality or integrity of WOW!'s Equipment or system. Customer agrees to connect only WOW!-approved equipment to the Service. Customer shall have sole responsibility for protecting all WOW! Equipment and Customer Equipment and software from loss or damage including, but not limited to, power surges, lightning, fire, flood and acts of God.

   WOW! may charge to Customer standard service charges: (i) to perform modification or recovery of the service or to repair WOW!'s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was caused by Customer (or a third party), or if WOW! finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair WOW!'s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party owned equipment; or (iii) to perform services related to any Customer or third party owned equipment. WOW! may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home.

F. WOW! shall have no obligation to provide, maintain or service the Customer Equipment, including but not limited to Customer Equipment to which we or a third party has sent software or downloads. Customer is responsible for providing Customer Equipment (including without limitation required computer hardware or other customer provided devices) that is compatible with the WOW! Service and has sufficient capability and functionality to support the Service that you purchase from WOW!. For example, if Customer provides its own modem, you must ensure that the modem has sufficient capability to support the speed purchased from WOW!. Minimum Customer Equipment requirements may be established or revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet compatibility, capability and functionality requirements (a "Non-Recommended Configuration"), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

G. The installation, use, inspection, maintenance, repair and removal of the WOW! Equipment and certain Customer Equipment used in connection with the Service may result in service outage or potential damage to your computer(s) and other Customer Equipment. Except for gross negligence or willful misconduct by us, neither WOW! nor any of its affiliates and agents shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment (including without limitation your computer(s) and peripherals). In the event of such gross negligence or willful misconduct by WOW!, at our sole discretion we shall pay for the repair or replacement of the damaged parts up to a maximum of $250 and this shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. WOW! does not represent, warrant, or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACKUP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. In addition, the opening of your computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You understand that your computer may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

H. WOW! shall have the right to upgrade, alter or modify the WOW! Equipment and Software from time to time through "downloads" from the network or otherwise, to conform the WOW! Equipment and Software to its current network specifications. This may include limitations on the throughput available through individual modems.

I. If Customer is not the owner of the premises upon which WOW! Equipment and Software are to be installed, Customer warrants that Customer has obtained the consent of the owner of the premises for WOW! personnel or its agents to enter the premises and install, operate and maintain the WOW! Equipment. Customer agrees to indemnify and hold WOW! harmless from any claim resulting from a breach of this warranty.

J. **Self-Installation of Equipment & Services:** For some services and in some market areas, WOW! may allow (or require) self-installation and activation of WOW! Equipment to be used in connection with WOW! services. If you have agreed to self-install equipment to be used in connection with WOW! services, you further agree that: (A) you will adhere to the self-installation requirements specified by

WOW!, which will be provided to you, at WOW!'s discretion: (i) as written instructions included as part of the self-installation kit provided to Customer; and/or (ii) within an online, an email or other communication by WOW! to you. In this connection, you agree that WOW! may require that you provide to WOW! a valid email address (to receive communications from WOW!, including the self-installation instructions) and/or provide a telephone number so that a WOW! technician may assist in the installation process; and/or (iii) on WOW!'s website; and (B) WOW! has no responsibility for the condition, operation, functioning, compatibility, repair, maintenance or any other aspect of the equipment provided by you or others. You will be responsible for your customer provided equipment and any damages (to WOW! equipment, customer equipment or otherwise) that may be caused by you or otherwise result from your failure to adhere to the self-installation instructions; and (C) billing will begin when service is connected by WOW!, whether or not you have installed and activated the Service; and (D) your use of WOW! services is subject to WOW!'s terms of subscription, and acceptable use, network management and other policies that WOW! has implemented in connection with the services; and (E) installation and/or activation fees may apply. If you are unable for any reason to successfully install your equipment, please contact us and we will assist you in your installation, which may require an additional installation charge.

K. If you have an existing internet service provider, you understand and agree that WOW! will disconnect your current provider at the time of connecting WOW! services. Your Internet services will be interrupted until WOW! service installation and activation has been completed by WOW! or you (if you choose self-installation).

L. WOW! Equipment. All equipment, including but not limited to cables, wires, amplifiers, cable boxes, modems, Optical Network Terminals (ONTs)/Fiber Terminals, and remotes delivered to and/or installed in the Customer's home by WOW! ("WOW! Equipment") remains the property of WOW!; except for wiring installed inside the Premises ("Inside Home Wiring"), or equipment purchased by you from us, unless otherwise specifically agreed to in a separate written agreement (such as a commercial or multiple dwelling unit agreement). Upon termination of Service for whatever reason or in the event you no longer use the WOW! Equipment in connection with your WOW! Service (due to a change in service, equipment change or otherwise), Customer's right to possess and use the WOW! Equipment terminates. Customer must return all WOW! Equipment (excluding ONTs & Fiber Terminals which should not be removed by Customer from the premises) in the same condition as when received, reasonable wear and tear excepted, by any method reasonably requested by us, within ten (10) business days after the earlier of: (i) disconnection of Service; or (ii) the date that you no longer use the WOW! Equipment in connection with your WOW! Service, even if Service is not disconnected. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time and may result in an additional fee. In all events, you will ensure the return of all WOW! Equipment to WOW!. Failure to return the WOW! Equipment to us undamaged within the ten (10) business days period described above will result in a charge to your account for the repair cost or replacement value (as determined by WOW! in its sole discretion) of the WOW! Equipment. Customer agrees that WOW! may charge such amount to Customer's credit card or bank account, if applicable. In all events, Customer agrees to immediately pay such charges for any such damaged or unreturned equipment including situations where the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer's credit card, security deposit or bank account.

M. Software. (i) WOW! grants to the Customer a limited, revocable, non-exclusive license to use any required Software, in object code form only, solely for the purpose of connecting Customer's single computer to the Service. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance of Customer's subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. WOW! retains all rights and interests in and to the Software. (ii) Customer is permitted to archive the Software, provided that all such copies contain the same copyright notices and proprietary markings as the original Software. Customer will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited. (iii) Customer will return to WOW! or destroy all Software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

N. Third Party Equipment. You understand and agree that WOW! sometimes uses equipment for the provision of its services that is manufactured by a company not affiliated with WOW!. Except as otherwise provided herein, (i) the operation, use and performance of such Third Party Equipment is governed by any terms, conditions and warranties provided by the manufacturer; and (ii) You agree that WOW! shall have no liability for any defects in or failure of the Third Party Equipment and shall have no obligation to maintain, repair or replace any Third Party Equipment, nor will WOW! be liable for or any damages of any nature caused directly or indirectly by use of Third Party Equipment.

14.

15. **Acceptable Customer Use of the Service; Limitations.**

A. Customer agrees at all times to adhere to the current WOW! Acceptable Use Policy (AUP), email retention policy, DMCA policy and other applicable policies communicated to you (the "Service Policies"). Upon any violation of the Service Policies by Customer or through use of Customer's Account, WOW!, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) automatic, temporary and/or permanent blocking of websites, and/or (iii) the immediate restriction, suspension or termination of all or any portion of the Service and/or your account. You understand and agree that suspension of your account may result in disruption of all services, including cable television and phone services. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the Service Policies may be put into effect or revised from time to time without advance notice by posting a new version of the Service Policies to the WOW! website at www.wowway.com. Accordingly, you and other users of the Service should consult the Service Policies regularly to conform to the most recent version.

B. Customer shall not resell or otherwise offer or make the Service available to other users, locations or tenants, and shall not charge others to use the Service, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means.

C. Use of the WOW! Equipment or the Service for transmission or storage of any information, data or material in violation of any federal, state or local law or regulation is prohibited. In addition, unless you are subject to a Service plan that expressly permits otherwise, the Service is to be used, and you expressly agree to use it, solely in a private residence, living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house, or the residential portion of a premises which is used for both business and residential purposes. Without limiting the generality of the foregoing, the Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, email hosting, "web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-WOW! local area network or wide area network.

D. WOW! may provide (in the form of an available download, link to another company website, or otherwise) to Customer for use in

connection with the Service or WOW! Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or WOW! Equipment. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the WOW! Equipment.

WOW! provides no warranty whatsoever for any such software and you agree to indemnify WOW! against and hold WOW! harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

E. Customer acknowledges that use of the Service does not give Customer ownership or other rights in any Internet/online addresses provided to Customer, including but not limited to Internet Protocol ("IP") addresses, email addresses and web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.

F. By using the Service to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize WOW!, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide, and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless WOW!, its agents and affiliates for any harm resulting from these actions.

G. Title and intellectual property rights to the Service are owned by WOW!, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from WOW! or other owner of such material is prohibited.

H. In addition to any content that may be provided by us, you may access material through the Service that is not owned by WOW!. Any such material may be downloaded from the Service with the consent of any third party copyright owner only for your personal, non-commercial use, and you are not allowed to redistribute that material over any network (other than a residential home network located in the premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, you may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms, conditions and limitations may apply to your use of any content or material made available through the Service that is not owned by WOW!. You should read those terms and conditions to learn how they apply to you and your use of any non-WOW! content. In all events, you must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.

16. **Term.** Unless you have agreed to a specified term (e.g., as part of a Minimum Term Plan), the term of this Agreement and billing for services shall commence: (i) upon the installation of your Service if installed by WOW!; or (ii) if the Service is eligible for self-installation and you choose to self-install the Service, when Service is provisioned by WOW!, whether or not you have installed and begun to use the Service; and shall continue on a month to month basis thereafter until terminated as provided for in this Agreement or until superseded by revised Terms and Conditions of Subscription.

Any applicable money-back guarantee given at the time Customer subscribes to the WOW! service is available only to first- time subscribers for refund of the first regular monthly payment made by Customer for the WOW! service (excluding taxes and other fees, equipment charges, optional service charges, WOW! OnDemand, pay-per-view, and long-distance and other usage based charges). Subject to applicable law, to be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees, comply with applicable service agreement(s) and have returned all equipment; and (ii) disconnect and request a refund at the same time within 30 days of service activation. The refund will not apply if service is reestablished by Customer within 180 days of disconnection. WOW!'s money-back guarantee policies are subject to change. Customers who have agreed to a minimum term arrangement are subject to additional terms, including early termination fees.

17. **Customer Termination.** Except as specifically agreed by the parties or otherwise provided in this Agreement (e.g., as part of a Minimum Term Plan), the Service and this Agreement shall remain in effect until disconnection of the Service by WOW! occurs as a result of WOW!'s receipt of Customer's notice of termination. Customer shall give such notice either in writing, or by calling WOW! at 1-866-496-9669; no other form of notice will be deemed valid.

18. **WOW! Termination or Suspension.** If Customer breaches this Agreement or fails to abide by WOW!'s rates, rules, regulations and/or policies, WOW!, at its option and without the giving of notice, may suspend and/or discontinue the Service and your account, remove the WOW! Equipment, and pursue all of its other legal and equitable remedies against Customer. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including cable television and phone services. Failure of WOW! to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to WOW! in the event that WOW! shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. WOW! may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, WOW! may also terminate this Agreement and/or suspend or terminate your Service or account for any other reason or no reason with notice to Customer. In the event WOW! terminates this Agreement, any fees and charges will accrue through the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the applicable WOW! Equipment is returned. Any prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges), based on a 30-day calendar month; provided, however, certain cost recovery and other fees and charges are not subject to proration or refund. To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer.

Additional Right to Suspend, Limit and Terminate by WOW!. WOW! further reserves the right, subject to applicable law, to act immediately and without notice to terminate, suspend or limit your account and all service(s) that you receive from WOW! if it: (i) determines that your use of any service(s) does not conform with the requirements set forth in this Agreement or any WOW! policy, (ii) determines that your use of the service(s) interferes with WOW!'s ability to provide the service(s) to you or others, (iii) reasonably believes that your use of the service(s) may violate any laws, regulations, or written and electronic instructions for use, (iv) reasonably believes that your use of the service(s) interferes with or endangers the health and/or safety of our personnel or third parties; or (v) deems it necessary to prevent harm to our network, fraud or abuse of the service(s). WOW!'s action or inaction under this Section shall not constitute review or approval of your or any other users' use of the service(s) or information transmitted by or to you or users. You understand and agree that suspension of your account may result in a

disruption of all services that you subscribe to, including cable television and phone services.

19. **Charges to Deposits, Credit Cards and/or Bank Accounts.** WOW!, in its sole discretion, may require that you provide a security deposit, a valid credit card and/or bank account information (EFT) for payment for Services and other charges and to secure return of equipment. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on the customer's account on a monthly basis. By providing a security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to automatically charge against the credit card or EFT or withdraw from any security deposit or account: (i) the repair cost or replacement value (as determined by WOW! in its sole discretion) of all of our Equipment that is not returned to WOW! undamaged within ten (10) business days after the earlier of disconnection of the Services or the date that you no longer use the WOW! Equipment in connection with your WOW! Service, even if Service is not disconnected.; and (ii) amounts due to WOW! for services, fees and other charges. Customer will be refunded the balance of any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for applicable WOW! Equipment, if payment has been timely made for all amounts due on Customer's account and Customer timely returns our Equipment undamaged.

20. **Customer Obligations Upon Termination.** Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Services and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Services. Customer will pay in full for use of the Services and the WOW! Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected. Customer agrees to pay on a pro-rated basis for any use of the WOW! Equipment or the Services for a part of a month. Customer shall return the applicable WOW! Equipment to WOW!, by any method reasonably requested by us, within ten (10) business days after the earlier of (i) disconnection of the Services; or (ii) the date that you no longer use the WOW! Equipment in connection with your WOW! Service, even if Service is not disconnected. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time; and you will ensure the return of all applicable WOW! Equipment to WOW!. If any WOW! Equipment is returned damaged, you agree that WOW! may bill you for the repair or replacement of such equipment (as determined by WOW! in its sole discretion), including without limitation charging your credit card or bank account if applicable. In all events, Customer agrees to immediately pay such charges for damaged or unreturned equipment, including situations where the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer's credit card, security deposit or bank account. WOW! may apply any security deposit or other credit to offset any amounts due to WOW! (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer. If you have agreed to a minimum term arrangement (such as a Minimum Term Service Plan), you may also be required to pay an early termination fee.

21. **Monitoring and Enforcement; Restrictions on Use.**

A. Customer agrees that, subject to the privacy terms set forth in this Agreement and in applicable WOW! policies, WOW! (including its authorized suppliers and agents) shall have the right, but not the obligation, to monitor all transmissions, postings and content on the Service, including chat rooms, bulletin boards, email and forums, in order to determine compliance with these Terms (including the Acceptable Use Policy) and any rules now or hereafter established by WOW!, and improve the quality of the Service. Customer acknowledges and agrees that WOW! and its suppliers and agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement and WOW! policies, and as otherwise required by law or government request. WOW! reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in WOW!'s sole discretion, is in violation of this Agreement or WOW! policies. Customer agrees that, subject to the terms set forth in this Agreement and WOW! policies, including the Network Management Practices located at www.wowway.com/networkmanagement, WOW! has the right to take any action WOW! deems appropriate to protect the Service, its subscribers, its facilities for provision of the Service, or the WOW! Equipment, including but not limited to blocking, restricting or prohibiting the posting of any material that interferes with WOW!'s ability to provide the Service.

B. Customer acknowledges and agrees that WOW! shall have the right to monitor the "bandwidth" utilization (i.e., volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. If WOW! determines that Customer's use of the Service violates its Acceptable Use Policy or any bandwidth usage restrictions or limitations set forth in a Customer's service agreement or the Network Management Practices located at www.wowway.com/networkmanagement , WOW! may restrict, suspend or terminate a Customer's Account.

C. If WOW! determines that Customer has failed to comply with the Service's Acceptable Use or other Service Policies, WOW! may suspend or limit Customer's service or Account or terminate Customer's Account immediately without prior notification. WOW! may also immediately suspend or terminate Customer's Account for using the Service to post content to the Internet that violates the Service's Acceptable Use or other Service Policies. If Customer's Account is suspended, Customer will not be charged for that period of time. If Customer's Account is terminated, Customer will be refunded any prepaid fees minus any amount due to WOW! for equipment or other applicable fees and charges; provided, however, Customers subject to a Minimum Term Plan may be charged early termination fees.

D. In some service areas, WOW! may offer usage-based Internet service packages, under which you will be charged additional fees once you consume a specified amount of data. WOW! may also offer Internet service packages that apply monthly data consumption thresholds. If you subscribe to an Internet service package with specified data limits and you exceed those limits, WOW! reserves the right to: (i) suspend, terminate or limit your service; (ii) require that you subscribe to a different service level or package that is more suitable to your data usage; and/or (iii) impose additional fees for use beyond the agreed-upon data usage limits. WOW! services that are not delivered over broadband Internet access service, including WOW! tv+, do not count against the high-speed usage allowance.

E. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, WOW! may present you with a WOW! web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned query. WOW!'s provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive these pages from WOW!, you should follow the opt-out instructions that are available by clicking on the "About" or "Opt Out" link on the page.

F. WOW! automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to permit us to monitor your computer and equipment and to record such data, profiles and settings for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WOW! or its authorized vendors, contractors, and agents. WOW! reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should WOW! change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on our website.

22. **Collection and Use of Customer Information; Privacy.**

A. Your privacy interests, including your ability to limit disclosure of certain information to third parties, are described in: (i) the WOW! Customer Privacy Policy which we delivered or otherwise made available to you at the time of the original installation of the Service; (ii) the WOW! Internet Privacy Information Statement; and (iii) the WOW! Website Privacy Statement (collectively the "Privacy Policies"), which are available for your review at www.wowway.com. You acknowledge your receipt of the WOW! Privacy Policies, and, by using the Service, you consent to the terms of those Privacy Policies. The WOW! Privacy Policies are subject to change. The most recent version will be posted and available for your review at www.wowway.com. You agree that WOW! may, from time to time, collect, use and disclose information concerning you and/or your use of the Service in the manner and for the purposes set forth in this Agreement, as well as the Privacy Policies. As more particularly described in our Privacy Policies and this Agreement, WOW! or someone acting on its behalf may engage, subject to applicable law, in the anonymous monitoring of your Internet activity or usage and may collect anonymous and/ or aggregated usage data.

B. We may use or partner with a third party advertising company (or companies) who may use cookies, web beacons, or other technologies to deliver or facilitate delivery of advertisements about goods and services tailored to your location and/ or interests you have shown by browsing on WOW! and other websites you have visited. It also helps determine whether you have seen a particular advertisement before in order to avoid sending you duplicate advertisements. In doing so, the advertising company collects non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data. See further discussion of "Cookies" below. When you visit the WOW! website, providers, such as Google, may use cookies or web beacons to note which product and service descriptions your browser visited. When you are presented with WOW! advertisements on other websites, we or these providers may use that information to select advertisements related to your interests. For example, a third party vendor such as Google may display a WOW! advertisement to you when you visit another website not affiliated with WOW!. This is intended to provide you with an additional opportunity to look at WOW! offerings that may be of interest to you. The use of cookies, web beacons, or similar technologies by these providers is subject to their own privacy policies, not WOW!'s privacy policy for this website. If you do not want the benefits of the cookies used by these providers, you may opt-out of them by visiting www.thenai.org/opt-out/browser-opt-out/ or by visiting their opt-out pages. The advertising network providers and/or audience segmenting technology providers that may collect information about your use of our website, and links to their opt-out pages, are available using this hyperlink: https://tools.google.com/dlpage/gaoptout/.

In some service areas, WOW! may also use geographic location information to allow WOW! and its advertisers to display online relevant advertisements to you. This type of location-based advertising uses the zip code, including the last four digits, location of your cable modem to identify your service area. Online ads are then displayed to you with content tailored to your local service area. You will not receive more advertising than you otherwise would. We will not as part of this service share with others any information that identifies you personally, and this service does not use your Internet browsing history. Visit www.wowway.com/help-center/account-billing and search "Advertising" for more information about this location- based advertising. If we use location–based advertising in your service area, you can always choose to opt-out of the service. To opt-out of this service, visit wowway.net and login to manage your preferences. Your denial or withdrawal of approval to use, disclose, or permit access to customer proprietary information will not affect the provision of any telecommunications services to you; and any grant, denial, or withdrawal of approval for the use, disclosure, or permission of access to the customer proprietary information is valid until you affirmatively revoke such grant, denial, or withdrawal. You may deny or withdraw access to such proprietary information at any time.

C. WOW! maintains a website that is available to both WOW! customers and others. Use of the website is subject to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement, both of which are available for review at our website. By accessing and using the WOW! website, you acknowledge your review of and consent to the WOW! Website Visitor Agreement and the WOW! Website Privacy Statement.

D. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that WOW! may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

E. The Service will allow you to access third parties, including without limitation, content providers, online services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. WOW! is not responsible for any such information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the WOW! Privacy Policies. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

23. **Credit Check and Service Availability.** WE RESERVE THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND YOU AUTHORIZE US TO INVESTIGATE YOUR CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/OR MAKING INQUIRIES OF ACCOUNT HISTORIES. YOU AUTHORIZE US TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU, INCLUDING YOUR PAYMENT HISTORY, TO APPROPRIATE THIRD PARTIES, SUCH AS CREDIT REPORTING AGENCIES AND ASSOCIATIONS, FOR REASONABLE BUSINESS PURPOSES. IF YOU REFUSE A CREDIT CHECK OR IF THE RESULT OF YOUR CREDIT CHECK DOES NOT SATISFY WOW!'S CRITERIA, WOW! MAY IN ITS DISCRETION: (I) REFUSE, CONDITION OR LIMIT YOUR SERVICES; AND/OR (II) REQUIRE ADDITIONAL TERMS AND CONDITIONS OF SERVICE, SUCH AS A DEPOSIT, VALID CREDIT CARD OR BANK ACCOUNT INFORMATION (EFT) ON FILE, PREPAYMENT OF CHARGES AND/OR PAYMENT OF ADDITIONAL ACTIVATION, ENROLLMENT OR OTHER FEES; AND/OR (III) OFFER TO PROVIDE SELECT INTERNET SERVICES TO YOU (THE "QUALIFYING INTERNET SERVICES"), SUBJECT TO ADDITIONAL TERMS AND LIMITATIONS, INCLUDING PAYMENT OF A ONE-TIME, NON-REFUNDABLE ENROLLMENT FEE (THE "INTERNET SOLUTIONS PLAN"). THIS PLAN IS AVAILABLE ONLY FOR QUALIFYING INTERNET SERVICES AND REQUIRES THAT YOU PROVIDE AND SELF-INSTALL YOUR OWN COMPATIBLE MODEM. INTERNET SOLUTIONS PLAN CUSTOMERS WILL RECEIVE UP TO 12 EQUAL MONTHLY LOYALTY CREDITS (WHICH MAY VARY BASED UPON THE AMOUNT OF ANY APPLICABLE ENROLLMENT FEE THAT YOU HAVE PAID) IF YOUR ACCOUNT REMAINS IN GOOD STANDING FOR 12 CONSECUTIVE MONTHS. CREDITS WILL END IF CUSTOMER IS IN DEFAULT OR TERMINATES SERVICE. AUTOPAY ENROLLMENT IS REQUIRED. AUTOPAY DISCOUNTS DO NOT APPLY. NOT AVAILABLE IN ALL AREAS. AVAILABILITY, REQUIREMENTS AND PLAN TERMS ARE SUBJECT TO CHANGE BY WOW! AT ANY TIME.

24. **User Name and Address.** Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then WOW! may immediately suspend the use of such WOW! Internet email address, and Customer will indemnify and hold WOW! harmless

for any claim or demand against WOW! that arises out of such selection. Customer acknowledges and agrees that WOW! shall not be liable to Customer in the event that WOW! is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a WOW! Internet email address. If as a result of such action, Customer loses an email address, the Customer's sole remedy shall be the receipt of a replacement WOW! Internet email address.

25. **Not Liable for Third Parties.** You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and that third parties may provide components or features of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, infrastructure or content of others whether or not they constitute components or features of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components or features of the Service) are not the responsibility of WOW!, and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the providers or creators of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service. No undertaking, representation or warranty made by an agent or employee of WOW! or our underlying third party providers in connection with the installation, maintenance, or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on WOW!. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT APPLY TO THE ACTS, OMISSIONS, AND NEGLIGENCE OF WOW! AND ITS UNDERLYING THIRD PARTY PROVIDERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) WHICH, BUT FOR THAT PROVISION, WOULD GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER LEGAL DOCTRINE.

26. **Price Lists and Service Information.** While we try to ensure that all prices and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

27. **Service and Repairs.** WOW! will repair damage to or, at WOW!'s option, replace WOW! Equipment, modify Software, and otherwise attempt to correct interruptions of Service, due to WOW! Equipment wear and tear or technical malfunction within WOW!'s control, at WOW! 's expense. Other repair or replacement will be at Customer's expense.

    WOW! may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer Equipment within the home. WOW! will troubleshoot and if necessary send a technician to repair, if possible, reported problems for a specified service charge. The service charge is based on the then current standard service charge in effect.

    Missed Appointment Charge. It is your responsibility to be at your home and provide WOW! with access to your premises when you schedule a service appointment with WOW!. WOW! reserves the right to charge Customer a Missed Appointment charge for missed appointments if you fail to cancel the appointment at least one (1) hour in advance of the scheduled appointment. The Missed Appointment charge is currently a one-time charge of $50, but such fee is subject to change from time to time upon notice to Customer. This charge applies to all customers and is not covered by the WOW! Service Protection Plan.

28. **Service Interruptions.** Except as provided below, in the event of complete failure of the Service due to technical malfunction within WOW!'s control for twenty-four (24) consecutive hours or more, Customer is entitled to a prorated credit of service charges relating to such failure upon request, using a 30-day calendar month. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Notwithstanding the forgoing, WOW!, its parent, affiliates, subsidiaries, suppliers and agents shall have no liability for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW!, ITS PARENT, AFFILIATES, SUBSIDIARIES, SUPPLIERS AND AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.

29. **Taxes, Fees, and Charges.** WOW! reserves the right to invoice you for any taxes (including all federal, state and local taxes, however designated), surcharges, excises, fees (including but not limited to regulatory recovery, cost recovery, franchise and/or carrier or line fees) or other payment obligations in connection with the Services imposed or permitted by governmental or quasi- governmental bodies in connection with the sale, installation, use, or provision of the Services. The taxes, fees and charges may include, for example: (i)those imposed on us or our affiliates or underlying carriers by statute, or an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we, our affiliates or underlying carriers are required or permitted to collect from or charge to you, and may include amounts that we, our affiliates or underlying carriers pay to others in support of statutory or regulatory programs; and (ii) fees to recover other specifically identified costs.

    Network Enhancement Fee. Pricing for some residential Internet plans in some service areas may include a separate Network Enhancement Fee. This fee recovers some of the costs associated with network improvements, security and maintenance and is in addition to other charges associated with WOW! Internet services. This is not a government tax or fee.

    Taxes, fees, and other charges are shown as separate line items on the Customer's bill. WOW! will not provide advance notice of changes to taxes, fees, and surcharges, except as required by applicable law. If Customer is exempt from payment of any such taxes, it will provide WOW! with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date WOW! receives the tax exemption certification. Customer agrees to pay any other local, state or federal taxes, fees and/or charges that are not included on the Customer billing statement (including applicable real and personal property taxes levied with respect Customer's property) imposed or levied on or with respect to the Service, the equipment or installation or placement charges incurred with respect to the same. CUSTOMER IS RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.

30. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**

    A. **Warranty Disclaimers.** CUSTOMER UNDERSTANDS AND AGREES THAT ALL WOW! EQUIPMENT, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT HIS, HER OR ITS OWN RISK. WOW!, INCLUDING ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS AND AGENTS (THE "WOW! ENTITIES"), MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY

WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. THE WOW! ENTITIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY, AND MAKE NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH THE WOW! NETWORK, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE WOW! ENTITIES DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE, ERROR-FREE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES.

INDIVIDUAL CUSTOMERS MAY CONSIDER CERTAIN CONTENT OBJECTIONABLE AND CUSTOMERS MUST EXERCISE THEIR OWN DISCRETION IN USING AND ALLOWING MINORS OR OTHERS TO USE THE SERVICE. WOW! DOES NOT WARRANT THAT ITS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WOW! MAKES NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE OR CONTENT INSTALLED ON YOUR COMPUTER(S) OR DOWNLOADED FROM THE SERVICE DOES NOT CONTAIN A VIRUS OR OTHER HARMFUL FEATURE AND IT IS YOUR SOLE RESPONSIBILITY TO TAKE APPROPRIATE PRECAUTIONS TO PROTECT ANY COMPUTER OR OTHER HARDWARE OF YOURS FROM DAMAGE TO ITS SOFTWARE, FILES OR DATA AS A RESULT OF ANY SUCH VIRUS OR OTHER HARMFUL FEATURE. WE MAY, BUT ARE NOT REQUIRED TO, TERMINATE ALL OR ANY PORTION OF THE INSTALLATION OR OPERATION OF THE SERVICE IF A VIRUS IS FOUND TO BE PRESENT ON YOUR SYSTEM. WE ARE NOT REQUIRED TO PROVIDE YOU WITH ANY ASSISTANCE IN REMOVAL OF THE VIRUS. IF WE DECIDE, IN OUR SOLE DISCRETION, TO INSTALL OR RUN VIRUS CHECK SOFTWARE ON YOUR COMPUTER(S), WE MAKE NO REPRESENTATION OR WARRANTY THAT THE VIRUS CHECK SOFTWARE WILL DETECT OR CORRECT ANY OR ALL VIRUSES. YOU ACKNOWLEDGE THAT YOU MAY INCUR ADDITIONAL CHARGES FOR ANY SERVICE CALL MADE OR REQUIRED ON ACCOUNT OF ANY PROBLEM RELATED TO A VIRUS OR OTHER HARMFUL FEATURE DETECTED ON YOUR SYSTEM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

THE SERVICE MAY CONTAIN LINKS TO THIRD PARTY WEBSITES. THESE LINKED SITES ARE NOT UNDER THE CONTROL OF WOW!. WOW! IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE, INCLUDING WITHOUT LIMITATION ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO A LINKED SITE. THE WOW! ENTITIES ARE NOT RESPONSIBLE FOR WEB CASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE NOR ARE THE WOW! ENTITIES RESPONSIBLE IF THE LINKED SITE IS NOT WORKING APPROPRIATELY. WOW! PROVIDES THESE LINKS ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY WOW! OF THE SITE OR ANY ASSOCIATION WITH ITS OPERATORS. CUSTOMERS ARE RESPONSIBLE FOR VIEWING AND ABIDING BY THE PRIVACY STATEMENTS AND TERMS OF USE POSTED AT THE LINKED SITES. THE WOW! ENTITIES DO NOT ENDORSE OR WARRANT, AND SHALL NOT BE RESPONSIBLE IN ANY REGARD FOR, ANY MERCHANDISE OR SERVICE ORDERED THROUGH THE SERVICE OR OTHER COMMERCIAL TRANSACTIONS. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FOR ALL LIABILITY IN CONNECTION THEREWITH.

NONE OF THE WOW! ENTITIES MAKE ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA WOW!'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR EQUIPMENT OR COMMUNICATIONS. YOU AGREE THAT NONE OF THE WOW! ENTITIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR EQUIPMENT AND COMMUNICATIONS.

B. **Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT, AND OTHERWISE), SHALL THE WOW! ENTITIES HAVE ANY LIABILITY TO CUSTOMER OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, STATUTORY, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, HARM TO BUSINESS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF INFORMATION OR DATA, PROPERTY DAMAGE (INCLUDING LOSS, DELETION, CORRUPTION, DESTRUCTION OR OTHER IMPAIRMENT OF FILES, DATA OR HARDWARE) AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OPERATION OR USE OF THE SERVICE OR THE WOW! EQUIPMENT (INCLUDING SOFTWARE) OR CUSTOMER'S RELIANCE ON OR USE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICE, EVEN IF WOW! HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY. THIS LIMITATION OF LIABILITY SHALL INCLUDE WITHOUT LIMITATION ANY LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY MISTAKES, UNINTENDED SERVICE INFORMATION, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS (INCLUDING ADVERTISING ERRORS), DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICE; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF CUSTOMER OR ANY THIRD PARTY.

CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACKUP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA, HOWEVER CAUSED. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING."

YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT OF SERVICE CHARGES RELATING TO SUCH INTERRUPTION UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION WITHIN WOW!'S CONTROL FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM WOW! WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS ARE BASED ON A 30-DAY CALENDAR MONTH AND SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDITS PROVIDED BY WOW! ARE AT ITS SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY WOW!.

IN NO EVENT SHALL THE WOW! ENTITIES AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THE SERVICE OR WOW! EQUIPMENT (INCLUDING SOFTWARE) EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO ANY CAUSE OF ACTION OR FIVE ($5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY WOW! HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THE ALLOCATION OF RISK DESCRIBED IN THIS AGREEMENT. ACCORDINGLY, YOU HEREBY RELEASE THE WOW! ENTITIES

FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

YOU AGREE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES OR EQUIPMENT, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE WOW! ENTITIES.

C. **Sole Remedy.** Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of WOW! and its affiliates and agents is limited to the maximum extent permitted by law.

31. **INDEMNIFICATION.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES, FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (a) YOUR USE OF THE SERVICE, SOFTWARE OR WOW! EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) YOUR VIOLATION OF APPLICABLE LAW; AND/OR (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT. WOW! RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER'S USE OF THE SERVICE DOES NOT CONFORM TO THE REQUIREMENTS SET FORTH IN THIS AGREEMENT, INTERFERES WITH WOW!'S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. WOW!'S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES.

THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

32. **Complaint Resolution.** Customer may submit a complaint to WOW! with regard to any aspect of the Service at any time. WOW! maintains a toll-free telephone number (1-866-496-9669) that is available 24 hours a day, 7 days a week. When you call about a service problem, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR will schedule a service technician to visit your home. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number or in writing at: WOW! Internet, Cable & Phone, Attn: Legal Department, 7887 E. Belleview Ave., Ste 1000, Englewood, CO 80111 or by emailing us from the "Contact Us" section on www.wowway.com. WOW!'s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!.

33. **Binding Arbitration for Residential Services Customers.** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR EQUIPMENT PROVIDED BY WOW! OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH WOW!, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, NEGLIGENCE, OR ANY OTHER INTENTIONAL TORT), OR ANY OTHER LEGAL OR EQUITABLE THEORY (A "DISPUTE") THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED ABOVE SHALL, AT THE ELECTION OF EITHER PARTY, BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE UNDER THE THEN - CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY.

The parties intend that the term "dispute" be interpreted as broadly as possible and to include: (i) claims based on events that occurred prior to the date of this or any prior Agreement, (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision also does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission.

The party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association ("AAA"), 335 Madison Ave., floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org, or, by separate mutual agreement between us, to another arbitration organization. If there is a conflict between this arbitration provision and the rules of the arbitration organization chosen, this arbitration provision shall govern. If the arbitration organization selected will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

We further agree that:

A. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to Section 9 of the Agreement), or you waive the right to pursue any claim based upon such event, facts or dispute.

B. The arbitrator is bound by the terms of this arbitration provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

C. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law or equity.

D. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

E. Any award of the arbitrator shall be in writing but need not state the reasons for the award unless requested by either party. Judgment upon an award may be entered in any court having competent jurisdiction.

F. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under any section of this Agreement.

G. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared; provided, however, before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees to the extent they exceed your local small claims court filing fees and (2) the portion of the arbitrator's costs for which you would normally be responsible. If WOW! wins the arbitration, you will reimburse us for these advances. In all events, WOW! will be responsible for its own expenses and costs.

H. The parties expressly waive any entitlement to attorneys' fees or punitive, incidental, consequential, exemplary, statutory or multiplied damages to the fullest extent permitted by law. Claims may be brought on a party's own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration must be individually named. Consolidated or class action arbitrations shall not be permitted. **You agree that you and WOW! are each waiving the right to a trial by jury or to participate in a consolidated or class action.**

I. Any arbitration award over $75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

J. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.

K. In the event this entire arbitration provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a dispute that is found by a court to be excluded from the scope of this arbitration provision, you and WOW! have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

This arbitration provision shall survive the termination of this Agreement or your service(s) with WOW!.

34. **Reservation of Rights.** Nothing contained in this Agreement shall be construed to limit WOW!'s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete all your data, files, electronic messages or other Customer information that is stored on WOW!'s or its suppliers' servers or systems. In addition, you may forfeit your account username and all e-mail, IP, and web space addresses. We shall have no liability whatsoever as the result of the loss or removal of any such data, information, names or addresses.

35. **Survival of Representations and Warranties.** All representations, warranties, indemnifications 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.

36. **Customer Communications; Telephone and Email Contact:** We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you for purposes that include providing you notices, marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information or notices (including the Annual Subscriber Notice) concerning your services, equipment, service usage, account, billing statement or a past due invoice), and these calls may include autodialed calls, prerecorded and/or artificial voice messages. If you provide us with an email address for purposes of receiving communications, you confirm that email is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail. You can opt out of these types of email communications and continue to receive paper copies of written notices by calling us at our toll-free number: 1-866-496-9669. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from WOW!'s phone marketing list. You understand and agree that when we communicate with you by phone, the call may be recorded for quality assurance purposes. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails. You are not required to consent to our calling you with promotional messages in order to use our services. We also use an in-browser notification system, which allows us to provide our customers with messages regarding our services when they open their Internet service browser.

37. **Entire Agreement.** Together with any Customer Agreement and/or sales order form, these Terms and any rules and policies specified by WOW! for the Service established by WOW! now or hereafter constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customer's cable television or other service with WOW! shall remain in full force and effect.

38. **Modification of Terms; Customer Notices.** So long as Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS. CUSTOMER SHALL BE NOTIFIED OF ANY MATERIAL AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC, WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OF SERVICE), BY SENDING YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT WWW.WOWWAY.COM (OR AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU AGREE THAT ANY ONE OF THE FORGOING MEANS OF NOTIFICATION IS SUFFICIENT. ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER'S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, EMAIL, AND ALL POSTINGS ON OUR WEBSITE AT WWW.WOWWAY.COM (OR AT AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

39. **Severability.** This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to terms and conditions of any franchise agreement between a governmental authority and WOW! to the extent it applies to Internet services. In the event that any portion of these Terms is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of these Terms shall remain in full force and effect.

40. **Waiver.** No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

41. **Assignment; Transfer of Account.** This Agreement, your account, the Services and/or the WOW! Equipment are not assignable or otherwise transferable by Customer without WOW!'s prior written consent. WOW! may freely assign, sell and/or transfer this Agreement, your Customer account and/or WOW!'s rights and/or obligations under this Agreement, which may include for example an assignment or transfer of this Agreement and/or your account in connection with a merger, sale or similar transaction.

42. **Force Majeure.** WOW! shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due

to a cause beyond WOW!'s control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, suppliers and other third parties, floods, accidents, strikes or shortages, or failures of telecommunications or computer resources, fuel, energy, labor or materials.

43. **Applicable Law.** This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.

(Revised as of July 24, 2024)

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