



Terms and Conditions of Subscription to the WOW! Residential Cable Service, including Billing and Complaint Procedures

PLEASE CAREFULLY READ THE FOLLOWING STATEMENT OF TERMS AND CONDITIONS. THESE TERMS IDENTIFY THE CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES WITH REGARD TO THE WOW! CABLE SERVICES (THE "SERVICE(S)") DELIVERED TO ITS CUSTOMERS AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES. IN THIS AGREEMENT, WE REFER TO THE OPERATING COMPANY SUBSIDIARY OF 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 AS "WOW!," "KNOLOGY," "NULINK," "US," "OUR" OR "WE" AND YOU AS THE "CUSTOMER," "YOU" OR "YOUR." YOU AGREE TO USE THE CABLE SERVICE IN COMPLIANCE WITH THESE TERMS (AS THEY MAY BE AMENDED OR RESTATED FROM TIME TO TIME) AND ANY OTHER RULES, POLICIES, PROCEDURES AND/OR REGULATIONS ADOPTED BY WOW! AND PROVIDED TO YOU. THESE TERMS APPLY TO OUR CABLE TELEVISION SERVICES. ADDITIONAL TERMS AND POLICIES APPLY TO OUR INTERNET AND PHONE SERVICES. 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").

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).

Subscription to Service: WOW! offers the Services at rates and fees more particularly described in a separate price list or order form, which has been provided to Customer. Customer, by signing the installation, sales or work order form, and/or by breaking the seal of a Self-Installation Kit, or by using any of the Services, subscribes to the Services commencing upon the installation of the Service, and agrees to comply with these Terms and Conditions (along with any amendments to such Terms and Conditions). In all events, all sales of the WOW! Services are subject to final approval by WOW!. For those Customers receiving service through bulk fee arrangements with multiple dwelling units or other similar arrangements ("Other Service Arrangement"), some of these terms and conditions may not apply, depending upon the terms and conditions of the Other Service Arrangement. In the event of a conflict between these terms and conditions and the Other Service Arrangement, the agreement that documents the Other Service Arrangement will control, unless otherwise expressly stated. Additional terms and policies apply to Customers receiving our Internet and phone services. If you are a business services customer, the terms of your Business Customer Agreement and the General Terms and Conditions applicable to business customer services (the "Business Terms") apply.

- 1. Payment of Charges; Billing Disputes:** Unless you are subject to a specific term agreement or a minimum term arrangement (such as a Minimum Term Service Plan), our residential services are provided to you on a month-to-month basis. Customer agrees to timely pay all charges, taxes and fees for the Services, along with all other WOW! services (phone and/or Internet). Customer will be billed monthly in advance for the Services to be received, plus additional charges, if any, not previously billed. 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 INSTALLATION CHARGES. Customer will be billed monthly for pay-per-view, video on demand or other services ordered where charges are based on actual usage or on orders placed during the previous month. Customer is responsible in all respects for all use of and all the Services ordered for Customer's account (by any person, under any password) in all circumstances, including payment obligations for all Services and lost, damaged or unreturned equipment. Customer must pay monthly charges within 19 days after the billing cycle date (or such longer period as is expressly permitted by applicable law). Failure to pay charges invoiced may result in suspension of your account, discontinuance of all services that you receive from WOW!, the removal of equipment delivered and/or the imposition of a late payment or service charge, and/or an early termination fee, if applicable. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. In the event collection activities are required, a collection charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW!, will be paid by Customer. 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. The current late fee can be provided upon request. WOW! reserves the right to change the late fee amount at any time in the future. 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. 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. 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 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! Internet, Cable & Phone, Attn: Billing Disputes, 6050 Knology Way Columbus, GA 31909. Failure to object to a billing statement in writing within the thirty (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. 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. 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 login.wowway.com. 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. Please contact us to learn more: 1-866-496-9669.

2. **Changes of Service:** Customers may change the Services, or order additional services offered by WOW! by calling toll-free: 1-866-496-9669. Customers requesting changes of services or additional services are subject to a pro-rated statement reflecting the difference in cost for monthly services on Customer's next billing statement. Changes requested by you for the Services you receive may result in upgrade, downgrade or change of service charges. In addition, Customers who have agreed to a minimum term arrangement (such as a Minimum Term Plan) are subject to early termination fees. Customers have the right to rescind their order for new services without charge prior to installation. Billing will begin at the time the service is activated on the Customer's account. WOW! reserves the right to change prices, services, service packaging and programming at any time.
3. **WOW! Equipment:** 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 Customer agrees to self-install WOW! Equipment, Customer further agrees that: (A) Customer will adhere to the self-installation requirements specified by WOW!, which will be provided to Customer, at WOW!'s discretion: (i) as written instructions included as part of the self-installation kit provided to Customer; and/or (ii) within an email or other communication by WOW! to Customer. In this connection, Customer agrees that WOW! may require that Customer provide to WOW! a valid email address (to receive communications from WOW!, including the self-installation instructions); and/or (iii) on WOW!'s website; and (B) Customer will be responsible for any damages (to WOW! equipment, customer equipment or otherwise) that may result from Customer's failure to adhere to the self-installation instructions; and (C) installation fees may apply. All equipment, including but not limited to cables, wires, amplifiers, cable boxes, modems 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 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 day 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.

4. **Care of WOW! Equipment:** Customer will safeguard the WOW! Equipment from loss or damage of any kind, and agrees that, except for any self-installation procedures approved by WOW!, neither Customer nor any other person (except WOW!'s authorized personnel) will open, tamper with, service, make any alterations to, or remove any WOW! Equipment from its point of initial installation, except that Customer may remove the equipment from the premises to return it to WOW!. Any alteration, tampering, removal or use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of Service and is prohibited.
5. **Repair of WOW! Equipment:** WOW! will respond to all requests for cable television system repair. WOW! will repair and/or replace defective WOW! Equipment in Customer's home. WOW! is not responsible for the maintenance or repair of Customer equipment such as television sets, Video Recording Devices, or other video equipment, stereos or other audio equipment, telephones, A/B switches, Inside Home Wiring or any other Customer equipment or property. A service charge may be imposed if WOW! determines that damage to WOW! Equipment or the system is caused by Customer or a third party, or if no fault is discovered in WOW!'s system or Equipment. WOW! makes no warranties with respect to the WOW! Equipment.
6. **Access to Customer Premises and Use of Existing Customer Equipment:** Customer grants WOW! the right to install, operate and maintain its equipment in, under and upon the Customer's premises. Customer represents and warrants that he or she owns the premises on which WOW! Equipment is or will be installed, or has obtained permission for such installation from the owner of the premises. Customer further agrees: (i) to provide WOW!'s representative with access at reasonable times to the premises to install, inspect, replace, remove, operate and maintain the equipment supplied by WOW! and, upon the termination of Service, to remove any WOW! Equipment from the premises (it being understood that WOW!'s failure to remove its property shall not be deemed an abandonment thereof). This authorization includes allowing 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 may require drilling, cutting and other alterations to 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. You agree to allow us and our agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner provided such authorization. Customer warrants that Customer possesses the authority to grant the rights specified herein and agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section.

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.

7. **Customer Equipment:** We have no responsibility for the operation, support, maintenance, condition or repair of any third party equipment, Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems and digital interactive televisions with CableCARDS, at any time we determine it is necessary

to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service(s). WOW! assumes no responsibility for the condition or repair of any Customer or other third party equipment. WOW! is not responsible or liable for any loss or impairment of reception of WOW!'s service due, in whole, or in part, to a malfunction or defect in Customer or other third party 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 operations of the WOW! cable system. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer equipment or WOW! Equipment that degrades WOW!'s signal quality or strength, or otherwise impairs the functionality or integrity of WOW!'s cable system. 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 equipment; or (iii) to perform services related to any Customer or third party equipment. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF WOW! EQUIPMENT, CUSTOMER EQUIPMENT AND/ OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY WOW!, OR ITS SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS, WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$250. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF VIDEO SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH VIDEO SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. 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.

8. **Service Protection Plan:** WOW! may offer a wire or service maintenance plan (Service Protection Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Protection 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 Protection Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home.
9. **Equipment Requirements:** Additional equipment is required to receive certain types and levels of Service. WOW! Cable is transmitted in digital format. Therefore, WOW! Customers subscribing to a package of Services that includes WOW! Cable must have WOW! Digital equipment or an authorized CableCARD on all TVs connected to cable (including digital QAM tuner televisions). WOW! tv+ requires a WOW! tv+ box (or approved Customer Owned Device) on all TVs on which you wish to receive WOW! tv+ service. In certain markets, our blind or visually impaired customers can contact us to request a navigation device with on-screen text menus and guides for the display or selection of video programming that are audibly accessible in real time. **Contact us for complete and current details, as equipment requirements can vary by service level, service type and service location and are subject to change.** Please visit our website for complete details and information regarding specific equipment requirements and bundled offers.
10. **Additional WOW! tv+ Terms.** In some market areas, WOW! offers Internet protocol based video services ("WOW! tv+"). WOW! tv+ differs from our traditional cable television services primarily in the way the services are delivered, but there are other differences and requirements described in these terms. Unless otherwise noted, the terms, conditions and policies described in these terms apply to WOW! tv+, but if there is a conflict, the terms in this section control. WOW! tv+ is only available to WOW! Internet customers located in certain market areas at this time. You can check availability in your market area at wowway.com. (i) In order to subscribe to our WOW! tv+ services, you must also subscribe to a minimum level of WOW! Internet service (currently Internet 100) and cable television service; (ii) The programming, services and service features offered by WOW! as part of WOW! tv+ may differ from those available to other video customers. Information regarding WOW! tv+ programming, channel line-ups and services is available at wowway.com; (iii) WOW! tv+ requires that you lease at least one WOW! tv+ set top box (the "WOW! tv+ box") from us for an additional charge. A WOW! tv+ box (or an approved Customer Owned Device) is required on all TVs. An HDMI cable is required in order to connect your WOW! tv+ box to a television, and the television must have HDMI functionality and an available HDMI port; (iv) In order to use WOW! tv+, you must agree to the Google Terms and Conditions upon installation and set-up of your WOW! tv+ box; (v) Certain Android TV applications are available for download onto your WOW! tv+ box. These are third party applications (not affiliated with WOW!), and may require additional subscription and/or payments to access, and may be subject to their own terms, conditions and policies. You understand and agree that WOW! is not

responsible for your download or use of third-party applications, including their subscription or payment requirements, and their content, terms and policies. You assume all risks associated with such third party applications and understand that some applications can be harmful and deemed “unsafe” or be host to malware, spyware or other harmful components; (vi) WOW! tv+ passes through emergency interrupt service (EAS) announcements transmitted by local television broadcasters. These local EAS messages will not appear on all WOW! channels, but only on the applicable broadcast channel. WOW! also transmits national emergency interrupt service announcements as required by 47 C.F.R. 11.11 et seq. If you are using WOW! tv+ on a Customer Owned Device (where available and authorized by WOW!) in an area outside of your home service area, any local EAS messages will still reflect your home service area, so you should rely on other available EAS services for local emergency information; and (vii) in some markets, WOW! tv+ service may be accessed on secondary outlets by use of certain approved devices that are not provided by WOW!, such as the Amazon Fire TV stick (“Customer Owned Device”). Even when such approved Customer Owned Devices are used by a Customer, subscription to WOW! tv+ service (including at least one WOW! tv+ box) and WOW! Internet service are still required, and Customer Owned Devices will not function with WOW! tv+ until WOW! Internet and cable television services have been installed and activated. WOW! does not provide and is not responsible for Customer Owned Devices, which may require a separate subscription or account with the device owner and may be subject to the device owner’s terms of use, restrictions, conditions and policies. WOW! is not responsible for the operation, functionality, repair, maintenance or other aspects of a Customer Owned Device. WOW! may change approved Customer Owned Devices at any time. Some WOW! tv+ Services, features or functions may be unavailable, limited or vary (by device or geography, for example), when used with a Customer Owned Device. In addition, if your Customer Owned Device requires wireless data services and is located in an area where it cannot access such services, you may not be able to access the WOW! tv+ Services or certain features with your Customer Owned Device.

11. **Disruption of Service:** In no event shall WOW! be liable for any failure or interruption of program transmissions or Service resulting in part or entirely from circumstances beyond WOW!’s control. Subject to the foregoing and applicable law, credit will be given for qualifying outages as follows: if there is a known, verifiable, Service interruption in excess of twenty-four (24) hours, WOW!, upon notification of such failure or interruption from the Customer within thirty (30) days of such failure or interruption, will provide Customer with a prorated credit relating to such failure or interruption. Customer may notify WOW! of the disruption of Service in writing or by calling: 1-866-496-9669. The credit amount is determined based on the Customer’s monthly services, the number of services affected and the total outage time. WOW! will not issue a credit if it is prevented from gaining access to its Equipment or system to fix the problem. Credits are issued the next available billing cycle, following a determination that a credit is warranted. CUSTOMER AGREES THAT, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, SUCH CREDIT IS CUSTOMER’S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.
12. **Taxes, Fees and Charges:** Customer agrees to pay any local, state or federal taxes (however designated, including but not limited to sales, use and real and personal property taxes levied with respect to Customer’s property), fees (however designated, including but not limited to franchise fees, PEG fees, regulatory fees, regulatory recovery fees and other separately stated charges, such as the Broadcast TV Fee and the Sports Surcharge), and/or charges imposed or levied on or with respect to the Service, the Equipment (or Equipment discounts) or installation, placement or service charges incurred with respect to the same. CUSTOMER IS RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY OR THAT RELATE TO PERIODS PRIOR TO THE DATE OF ASSESSMENT. In some cases, you may be billed for franchise or other taxes and fees that relate to time periods before you began receiving service. WOW! will not bill you for these past fees more than four (4) years after the year they are incurred by WOW!. Franchise or other fees resulting from an audit by your franchising authority are incurred at the time those fees are assessed, and may be collected from WOW! Customers after the date of assessment. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe. The taxes, fees and charges may include for example those imposed on us or our affiliates by statute, or an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we or our affiliates are required or permitted to collect from or charge to you. WOW! may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. WOW! imposes a Broadcast TV Fee on those customers who subscribe (whether alone or as part of a bundle of services) to WOW! cable television service to recover costs associated with retransmitting television broadcast signals. WOW! also imposes a Sports Surcharge on those customers who subscribe (whether alone or as part of a bundle of services) to WOW! cable television service to offset a portion of the costs that WOW! pays for sports programming. The Broadcast TV Fee and Sports Surcharge will apply and vary depending upon your service location and are in addition to other charges associated with the WOW! Cable services. The Broadcast TV Fee and Sports Surcharge are not government mandated taxes or fees, and are subject to change. Taxes, fees and other charges are shown as separate line items on the Customer’s bill. Equipment discounts are exclusive of taxes. WOW! will not provide advance notice of changes to taxes, fees and charges, except as required by applicable law. If Customer is exempt from payment of any 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 to the 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.

13. **Use of Service:** Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and for Customer's private, personal, non-commercial use. The Services may not be viewed in areas open to the public, and may not be resold, rebroadcast or transmitted, nor may admission be charged for its viewing; (ii) Pay-Per-View, Video OnDemand (VOD) and premium programming may not be distributed to commercial establishments. Customer may not order or request Pay-Per-View, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting Pay-Per-View, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. You agree to defend, indemnify and hold WOW! harmless from any claim made against you or WOW! relating to any unauthorized commercial exhibition; (iii) the Services provided by WOW! will not be duplicated except in compliance with applicable law; and (iv) Customer will adhere to any WOW! rules and regulations provided to Customer. Customer acknowledges that WOW! may change such rules and regulations at any time.
14. **Assignment or Transfer:** 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.
15. **Termination of Service by Customer:** Except as specifically agreed to in a writing signed by the parties (e.g., as part of an agreement that has a stated term or as part of a minimum term arrangement (such as a Minimum Term Plan)), the Services and this Agreement shall remain in effect until disconnection of the Services by WOW! occurs as a result of WOW!'s receipt of Customer's notice of termination, and Customer returns the WOW! Equipment. Customer shall give such notice of termination either in writing, or by calling WOW!: 1-866- 496-9669. 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 thirty (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 (such as a Minimum Term Plan) are subject to additional terms, including early termination fees.
16. **Termination or Suspension of Service by WOW!:** 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 (except to the extent required by applicable law), may suspend your account and/or disconnect the Service and 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 Internet 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 the Services 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 bankruptcy or the reorganization of Customer. WOW! may also terminate this Agreement and your account and/or suspend all services for any other reason upon notice to Customer. In the event WOW! terminates the Service for any reason other than Customer's violation of this Agreement or WOW!'s policies, any fees and charges will accrue through the later of the effective date of termination of this Agreement or date of disconnection of Service and return of WOW! Equipment, but any prepaid monthly WOW! service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges). To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer. Customers with a line of business refund balance less than \$0.33 will only receive a refund on request.
17. **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, block 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 to 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, reasonably believes that your use of the service(s) may violate any laws, regulations, or written and electronic instructions for use, 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 under this Section may result in a disruption of all services that you subscribe to, including Internet and phone services.

18. **Customer Obligations upon Termination:** Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the WOW! 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 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. Customer is responsible for equipment lost or damaged if returned to WOW! by mail. 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 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.
19. **Minimum Term Service Plan Terms:** In some areas, WOW! offers a minimum term service plan, which requires that you commit to purchase services for a minimum number of consecutive months (usually 12 or 24). The Minimum Term Service Plan is subject to additional Plan terms and conditions (the "Terms"), which Terms are incorporated by reference. If there is a conflict between this Agreement and the Terms, the Terms will control. The complete Terms are available at www.wowway.com, and/ or will be provided to you at the time we install your services. The Minimum Term Plan applies only to certain WOW! services and/or equipment (the "Plan Services") and is available to eligible residential customers located in participating service areas who have no outstanding obligations to WOW!. By subscribing to the Minimum Term Plan, you agree that: (i) the Minimum Term Plan is subject to the Terms and WOW!'s standard terms and conditions and service policies for the Plan Services you subscribe to, which are available at www.wowway.com; and (ii) if you subscribe to and pay for the Minimum Term Plan for the entire term identified in the Plan, monthly pricing for the Plan Services will only increase during the Minimum Plan term in accordance with your agreed upon pricing terms, but changes can be made at any time to taxes, fees and surcharges as well as prices for other services not included in the Minimum Term Plan; and (iii) you can terminate the Plan anytime by calling us at the contact phone number on your billing statement, but if the Minimum Term Plan or a service or equipment that is part of the Plan is terminated (or in some cases, downgraded), after the first 30 days of the term of the Minimum Term Plan, you agree to pay for all services that we provided to you through the date of termination plus **AN EARLY TERMINATION FEE (ETF) OF UP TO \$165 for a 12-month services term or \$345 for a 24-month services term** (in each case, the amount of the ETF will decrease monthly over the term of the Minimum Term Plan). The amount of the ETF is subject to change. If you are a new, first time WOW! customer and terminate the Plan within the first 30 days, you will not be charged an ETF, and you may be eligible for WOW!'s 30-day money back guarantee. If you are an existing WOW! customer who is not eligible for the WOW! 30-day money back guarantee and terminate the Plan within the first 30 days, you agree to pay for all services that we provided to you through the date of termination, but no ETF will apply. The term of the Minimum Term Plan will start when the Minimum Plan Services are installed and activated. If you do not terminate the Minimum Term Plan within 30-days, you will automatically be billed and the Terms will apply; and (iv) after the Minimum Term Plan expires, WOW! will continue to provide the services to you on a month-to-month basis at our then standard, non- promotional pricing for the services.
20. **Recurring Charges:** WOW! will charge all amounts payable by Customer to WOW! to Customer's credit card or bank account (EFT) in accordance with the information provided by Customer. By providing a credit card or EFT number to WOW!, Customer authorizes WOW! to continue charging the credit card or EFT 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 Customer and payable to WOW! pursuant to this Agreement. 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.
21. **Credit Inquiries and Security:** 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 TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Credit checks may require that you provide to WOW! your social security number or a partial social security number and date of birth. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) prepayment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Customer understands and agrees that EFTs cannot be provided solely for security purposes. EFTs 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 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 the 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 WOW! Equipment, if payment has been timely made for all amounts due on Customer's account and Customer timely returns our Equipment undamaged. Customers with a line of business refund balance less than \$0.33 will only receive a refund on request.

22. **Credit Card and Bank Account Authorization:** Customer warrants that Customer is either the authorized signatory on the credit card or EFT placed with us, or Customer has secured permission from the authorized signatory on the credit card or EFT to allow us to charge amounts to the authorized signatory's credit card or EFT in accordance with this Agreement. Customer authorizes us to charge all amounts due to us against the credit card or EFT. Customer agrees that we are not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of any EFT or credit charge against Customer's account, and that Customer may incur late fees, disconnect and other charges from WOW! if payment is delayed based upon rejection of such charge for any reason. Customer agrees to inform us immediately of any change in credit card or EFT information (including without limitation a change in the credit card expiration date). Customer's card issuer agreement governs use of the credit card in connection with the WOW! Service, and Customer must refer to that agreement with respect to Customer's rights and liabilities as a cardholder. If we do not receive payment from Customer's bank or credit card issuer or their agents, Customer agrees to immediately pay all amounts due upon demand by us.
23. **Programming and Service Changes:** All Services, including programming, program services, program packages, number of channels, channel allocations and placements, program tiers, broadcast channels, and any components or features of the Services, are subject to change. If we are required to give you notice of a change, it may be provided on your monthly bill, as a bill insert, by email, in a newspaper, by transmission over our cable system or other communication permitted under applicable law. Unless otherwise provided in your agreement with us, if you find a change in the Services unacceptable, you have the right to cancel your Services. However, if you continue to receive the Services after the change, this will constitute your acceptance of the change.
24. **Content and Content Providers; Restrictions on Use:** You understand and agree that: (i) the content you receive through a WOW! video Service such as movies, images, artwork and other copyrightable materials (the "Content") is licensed by WOW! from content providers ("Content Providers"). The Content you receive, including the copyrights in the Content, are owned by the Content Providers and/or their licensors, and are protected by the copyright laws of the United States, as well as other intellectual property laws and treaties. Your rights with respect to Content are limited by copyright law. You only license the Content, which may only be accessed by equipment provided or specifically approved by WOW!. Content Providers and Content Providers' licensors do not transfer any title, right or interest to or in the Content to you, and the delivery of such Content does not transfer to you any commercial or promotional use rights in the Content. All other rights in the Content are reserved by Content Providers, Content Providers' licensors and the copyright holder(s), and any other use is strictly prohibited; (ii) WOW! grants you a non-exclusive and non-assignable playback license to view the Content for an unlimited number of times during a limited period of time which varies per transaction, as determined by us, on certain approved devices for personal, non-commercial purposes. You may access the Content on up to the number of approved personal electronic devices that we authorize for the subject Content, and you are allowed up to the number of simultaneous streams of the same Content that we authorize for the approved personal electronic devices, provided, in all cases they are linked only to your WOW! service account; (iii) You may not redistribute, sell, rent, lease, transfer, reverse engineer or sublicense the Content. You may not attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology associated with the Content; (iv) You may not access Content outside of the United States, except to view certain Content that you have temporarily downloaded within the United States to your approved personal electronic device and only until the end of the authorized viewing period for that Content, following your initial order of that Content (e.g., 24, 48 or 72 consecutive

hours) (this exception applies only to that Content which we have made available to you for temporary download and viewing outside the United States); (v) The Content is provided "AS IS". WOW!, Content Providers and Content Providers' licensors each expressly disclaim any warranties and conditions, express, implied, or statutory, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, and their equivalents under the laws of any jurisdiction. WOW!, Content Providers and Content Providers' licensors do not warrant or otherwise state that the Content will meet your requirements; and (vi) UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY WOW! OR THE CONTENT PROVIDERS, SHALL WOW!, CONTENT PROVIDERS OR CONTENT PROVIDERS' LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, WOW! TV+ OR THE CONTENT, EVEN IF WOW!, THE CONTENT PROVIDERS, OR CONTENT PROVIDERS' LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. **Privacy:** WOW! provides its Customers with a separate privacy notice that describes the types of information that we and our suppliers may collect from you, how we and our suppliers may use or disclose that information, and our obligation to maintain the privacy of your Personally Identifiable Information (PII). The privacy notice also describes the types of information that our system and equipment may automatically collect as you use the Services, and how we use that information. PII is information that identifies or can potentially be used to identify you such as: your name, address, phone number, fax number, email address, birth date, names of household members, driver's license or state ID number, social security number, bank account information and credit card information. PII does not include, among other things, any aggregate data or other data which does not identify you (for example, information that is collected anonymously or demographic information not connected to an identified individual or household) or information which by itself does not identify you, such as your zip code, gender, IP address, MAC address or other equipment identifiers. As fully described in our privacy notice, our cable systems may collect anonymous and/or aggregate information using set-top boxes and other equipment, and our systems may automatically collect other information about your use of some of our services, such as interactive or other transactional services like video on demand, for example. We use this information to provide the services that you subscribe to, and for programmer, advertiser and/or internal research, and to improve our services and to improve the content and service experience that subscribers receive. We may share some of this information (even PII) with third parties, where necessary to render or conduct a legitimate business activity related to cable or other services provided to you or detect unauthorized use of our services. We also may share information (that does not include PII) regarding viewing habits and system interaction to third parties, such as advertisers, programmers and audience measurement service providers, for purposes that may include but not be limited to providing you with more relevant programming, advertising and features, increasing the value of the services, providing you with information or offers about products or services that we believe may be of interest to you, or assisting third parties with media, programming and content planning and purchasing efforts. We will not provide these other third parties that do not provide services to you with personally identifiable information about you unless we have received your consent first, except as described in our privacy notice or as otherwise required or permitted by law. We or third parties working with us also sometimes combine anonymous and/ or aggregate tuner and viewing information with additional demographic information and may use or share it with others for programming, marketing, advertising and similar purposes. If you did not receive a privacy notice, please contact WOW! and one will be sent to you. The Cable Act authorizes WOW! as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable "mailing list" or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at: 1-866-496-9669; or by sending us a written request. Any "mailing list" and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system. **The privacy notice is subject to change. The most recent version will be posted and available for your review at www.wowway.com.**

26. **Rates and Pricing:** Subject to the express terms of any minimum term arrangement, temporary promotional offer, or other discount authorized by WOW!, Customer agrees to pay WOW!'s then current rates, fees and charges for the Services provided. Such rates, fees and charges for the installation of the Services or Equipment and rates for programming or other services are subject to change in the future. If we are required by law to give you notice of a change in our prices, it may be provided on your monthly bill, as a bill insert, by mail, by email, in a newspaper, by transmission over our cable system or other communication permitted under applicable law. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the Services at the end of the promotional period. Unless otherwise expressly provided, all of our prices and any promotional, discounted or guaranteed rate for service applies only to the particular Services identified, and excludes additional fees and charges for things such as taxes, fees (however designated, including but not limited to franchise fees, PEG fees, regulatory fees, regulatory recovery fees and other separately stated charges, such as the Broadcast TV Fee, which recovers costs associated with retransmitting

television broadcast signals and is in addition to other charges associated with WOW! Cable services, and the Sports Surcharge, which offsets a portion of the costs that WOW! pays for sports programming and is in addition to other charges associated with WOW! Cable services), equipment rental, installation, late fees, service and repair charges and other optional, usage-based or separately billed services.

27. **Pricing Information and Your Right to Cancel Services.** Before we enter into a contract with you for WOW! services, WOW! will, by phone, in person, online or by other reasonable means, provide or make available to you the following information about your services (“Customer Information”):
- (i) The total recurring monthly charge for the service, whether offered individually or as part of a bundled service (e.g., if you buy video and other services like Internet and/or phone as part of a bundle of services), including any related administrative fees, equipment fees or other charges (e.g., Broadcast TV fee and sports surcharges); and
 - (ii) The amount of any promotional discount reflected in the charge and when such discount will expire (or may be changed by WOW!). In this regard, unless otherwise agreed by you and WOW!, your agreement with us is month to month (i.e., you are not subject to a term contract). That means that in most cases we can change services, prices, discounts and fees at any time with advance notice to you and you can terminate the agreement at any time without the payment of cancellation or disconnection fees. If you and WOW! agree to a minimum contract term (with guaranteed service pricing) or otherwise agree to discounted pricing for an agreed upon period of time, we may change service prices and discounts only after expiration of the agreed upon term or period. You can still terminate the agreement at any time, but you may in some situations be required to pay a termination fee. Other prices and fees (such as equipment fees) are subject to change at any time by us, during and after a promotion period; and
 - (iii) A good faith estimate of recurring taxes and fees associated with your service order. The estimated taxes and fees will include: taxes, fees and charges imposed on us by (or collected by us on behalf of) Federal, State and local governments; and other fees or charges used to recover any other governmental assessment imposed on us. The taxes and fees are only an estimate, designed to give you a reasonable approximation of the monthly taxes and fees that you will pay over and above other monthly service and equipment charges. Your actual monthly taxes and fees may vary and will be identified on your billing statement. These taxes and fees may be changed at any time. In addition to these estimated monthly taxes and fees, your bill may reflect other non-recurring taxes and/or fees on items such as installation charges and non-recurring or usage based service purchases.

After we enter into a contract with you, we will send or otherwise make available to you by email, online link or other reasonably comparable means the Customer Information described above. To receive the information from us, you agree that you must provide us with a valid email address and we will send the information or link to you at the email address that you provide to us. In addition to your other rights, you may cancel the video services that you have ordered or added, without payment of early cancellation fees or other disconnection fees or penalties.

28. **Price Lists, Channel Lineups and Service Information:** While we try to ensure that all prices, channel lineups, programming and other information relating to the 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 for 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.
29. **Late Fees; Collection Costs; and Service Interruption and Disconnection:** Customer may be billed fees, charges, and assessments related to late or non-payments if for any reason WOW! does not receive payment for the Services by the payment due date or Customer pays less than the full amount due for the Services. **YOU WILL BE ASSESSED A MONTHLY LATE FEE FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER THIRTY (30) DAYS FROM THE BILLING DATE**, in addition to any past due balance. In the event collection activities are required, WOW! may impose a collection and/or Tech Visit Fee (as determined by WOW! in its sole discretion), in addition to all expenses and fees incurred by WOW!. 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. You acknowledge that any fees, charges, and assessments due to late payment or nonpayment 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, disconnection and reconnection policies are subject to change at any time.

30. **Reactivation or Reconnection 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.

31. **Third Party Services:** Some third party products and services (the "Services") are available through WOW! to WOW! Customers located in certain market areas. These Services may include video streaming and/or entertainment services, mesh WiFi and enhanced security services provided by eero and/or mobile phone services provided by Reach Mobile. In each case, the Service, including customer care, is provided by 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 Services, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party 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 Service is billed to you by WOW! on behalf of the third party or you receive a discount on one or more products or services.

32. **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.

33. **Disclaimer Regarding Programming and Information; No Liability for Third Parties:** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and features of the Services, including without limitation, their services, equipment, infrastructure, or content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement and/or WOW!'s policies with respect to the Services. In addition, you understand that you will have access to the services, programming and other content of third parties through the Services, including without limitation that of content providers (whether or not accessible directly from the Services). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), 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 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 Services and WOW! assumes no liability for the content of the programming distributed over its cable system or any other program or information distributed over the cable system. WOW! shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or the Services.

34. **Online and other Access to Services; No Password Sharing:** As part of certain levels and types of Service, WOW! may provide for online or remote access to certain programming and other content, which may be accessed by you by use of

your Customer Owned Device, WOW! Equipment, a computer, or a mobile access or similar device (the "Online Content"). You (and members of your household) are allowed access to the Online Content by use of a WOW! password (or other similar credentials). You should take special care to maintain the confidentiality of your password and other credentials, as password sharing with persons outside of your immediate household (that would allow those persons access to the Online Content) is prohibited. The availability of such Online Content varies depending upon your service location and the type and level of service to which you subscribe, and is subject to change.

By accessing the Online Content, you agree and understand that: (i) your access to Online Content is subject to the WOW! terms of service and privacy policy (the "Terms"), which are subject to change, as well as additional terms and conditions imposed by the Online Content provider; (ii) airtime or data charges may apply and are your responsibility, so please check with your carrier; (iii) you are responsible for keeping your password and other credentials confidential, as password sharing with persons outside your household is prohibited; (iv) WOW! may use its system and equipment to collect, use and store information regarding your use of the service, and may disclose anonymous usage information to Online Content providers and others; and (v) WOW! may also provide information about you to Online Content providers or their vendors so that they can: (a) verify that you are an authorized WOW! subscriber who has authority to access the Online Content, and (b) identify certain characteristics about you, such as your service location. For example, we may provide to content providers information such as your WOW! subscription status, globally unique identifier, zip code and other identification information. The content providers may use and store the information for purposes of authenticating your access rights and providing Online Content to you, including, for example, professional sports programming that is subject to league blackout rules based on a viewer's zip code. The content providers may also share anonymous information regarding you that WOW! provides to them for various other commercial purposes such as selling advertising and generating ratings information for the programming.

In addition, to access some Online Content, you may be redirected to a website that is not controlled by or affiliated with WOW! (a "third party site"), and is subject to its own terms and conditions and policies. WOW! has no responsibility for the Online Content or any other aspect of the third party site, or for the use, storage or disclosure of information that you provide to a third party. WOW! is not responsible for webcasting or any other form of transmission received from any third party or linked site nor is WOW! responsible if the third party or linked site is not working appropriately. WOW!'s provision of links or other access to a third party site does not imply endorsement by WOW! of the site or its contents, or affiliation with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the third party sites. 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 SITE. BY ITS VERY NATURE, A WEBSITE AND THE INTERNET CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. WOW! DOES NOT CONTROL THE THIRD PARTY SITES AND THE INTERNET OVER WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL INFORMATION OR OTHER CONTENT AND, THEREFORE, WOW! DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION, OR HOW YOUR INFORMATION MAY BE USED BY THE THIRD PARTY SITE. WHEN POSTING ANY CONTENT OR INFORMATION ON AN INTERNET SITE, YOU SHOULD THINK CAREFULLY ABOUT YOUR OWN PRIVACY IN DISCLOSING DETAILED OR PRIVATE INFORMATION ABOUT YOURSELF AND YOUR FAMILY.

35. **No Liability for Interference:** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS 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 WOW! SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

36. **Limitation of Liability:** EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WOW!, INCLUDING ITS AFFILIATES, OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS (INCLUDING CONTENT PROVIDERS), AGENTS, CONTRACTORS AND REPRESENTATIVES (THE "WOW! ENTITIES"), SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR:

(I) ANY, DIRECT OR INDIRECT, STATUTORY, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLIED, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF USE, BUSINESS, GOODWILL, PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH), AND WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, EVEN IF 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, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS (INCLUDING ADVERTISING ERRORS), DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, UNINTENDED SERVICE INFORMATION, OR FAILURE OF PERFORMANCE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICES; AND/ OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR

INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE WOW! EQUIPMENT, THE SERVICES OR CONTENT BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF YOU OR ANY THIRD PARTY. CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE WOW! ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE WOW! ENTITIES FOR DAMAGES IS LIMITED TO THE GREATER OF (A) THE AMOUNT ACTUALLY PAID TO WOW! BY YOU UNDER THIS AGREEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED OR (B) THE SUM OF FIVE DOLLARS (\$5.00). THE FEES FOR THE SERVICES SET BY WOW! HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS PARAGRAPH.

37. **Customer Representations:** Customer represents and warrants that Customer is at least 18 years of age, and 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.
38. **No Warranties:** EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WOW! MAKES NO WARRANTY THAT: (I) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (II) THE QUALITY OF THE SERVICES OR CONTENT OBTAINED BY CUSTOMER WILL MEET CUSTOMER'S EXPECTATIONS. ALL SERVICES, EQUIPMENT AND CONTENT PROVIDED BY WOW! ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WOW! MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
39. **Sole Remedy:** Customer's sole and exclusive remedies are as expressly set forth in these Terms and Conditions as the same may be amended in writing by WOW! from time to time. Some states do not allow the exclusion or limitation of implied warranties, some states do not allow the limitations or exclusion of incidental or consequential damages and some states require service satisfaction guarantees, so certain of the above exclusions and limitations may not apply. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
40. **Customer Liability and Indemnification:** CUSTOMER IS RESPONSIBLE AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AND SHALL REIMBURSE THE WOW! ENTITIES FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY THE WOW! ENTITIES IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (A) YOUR USE OF THE SERVICE, CONTENT 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 CONTENT, 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 WITH 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 SERVICES 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 VIEWED OR 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.
41. **Survival of Limitations:** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.
42. **Complaint Resolution:** Customer may submit a complaint to WOW! with regard to any aspect of the Services, including the quality of the reception, 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 a call is received regarding a service related issue, a Customer Care Agent will attempt to determine the nature of the problem. If possible, the Agent will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the Agent may if necessary schedule a service technician to visit your home. If the problem cannot be resolved by the Agent, the problem will be referred to a supervisor who will make best efforts to

resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number: 1-866-496-9669 or in writing at: WOW! Internet & Cable, Attn: Legal Department, 7887 E. Belleview Ave., Ste 1000, Englewood, CO 80111. WOW!'s policy is to reply to an escalated Customer complaint within thirty (30) 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!. If Customer is dissatisfied with WOW!'s handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer's local or state franchising authority can be found on Customer's monthly billing statement, or by calling: 1-866-496-9669. For our Michigan customers, if you have attempted to resolve a dispute with WOW! regarding your video services and you are not satisfied with the resolution, you may file a complaint with the Michigan Public Service Commission (MPSC).

43. **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 2 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.
- I. 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.
- J. 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 thirty (30) days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.
- K. 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.
- L. 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.

Michigan Customers: Complaints filed with the MPSC are also subject to a mediation and hearing process, as prescribed by the MPSC. MPSC contact: 1-800-292-9555, <http://www.michigan.gov/mpsc>.

44. **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, 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.
45. **Modification of Terms:** So long as the 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, AND MAY ADOPT NEW TERMS AND POLICIES THAT APPLY TO THE SERVICES. CUSTOMER SHALL BE NOTIFIED OF ANY SIGNIFICANT NEW TERMS OR POLICIES, AND ANY SIGNIFICANT AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC OR OTHER WRITTEN NOTIFICATION. THE NOTICE MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY HAND DELIVERY, IN A NEWSPAPER, BY MAIL, BY EMAIL, BY VIDEO TRANSMISSION OVER OUR CABLE SYSTEM, OR BY OTHER PERMITTED COMMUNICATION. ANY SUCH NEW TERM OR POLICY OR AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER THE GIVING OF SUCH NOTICE. CUSTOMER'S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE NEW TERM OR POLICY, AND/OR THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS.
46. **Entire Agreement:** This Agreement, together with any applicable sales or work order or other written agreement (and rules, regulations and policies adopted by WOW!), constitutes the entire agreement between the Customer and WOW!. No undertaking, representation or warranty made by any agent or representative of WOW! in connection with the sale, installation, maintenance or removal of WOW!'s Services shall be binding on WOW! except as expressly set forth in writing herein.
47. **Severability:** The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise

agreements, and applicable federal, state and local laws and regulations (“Applicable Law”). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered invalid or unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

48. **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, floods, accidents, acts of suppliers or vendors, strikes or shortages or failures of telecommunications or computer resources, fuel, energy, labor or materials.
49. **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. All court proceedings and arbitration must be in the county and state in which your billing address in our records is located.

(Revision Date: September 1, 2024)