



## Terms and Conditions of Subscription to WOW! Phone

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 TELEPHONE SERVICE DELIVERED BY WOW! INTERNET, CABLE AND PHONE TO ITS RESIDENTIAL CUSTOMERS AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES.** THESE TERMS ARE SUBJECT TO APPLICABLE TARIFFS, SERVICE GUIDES AND ANY GENERALLY APPLICABLE TERMS OF SERVICE AND POLICIES. THIS AGREEMENT DOES NOT COVER WOW! INTERNET OR VIDEO SERVICES, AND DOES NOT APPLY TO CERTAIN OF THE PHONE SERVICES PROVIDED BY SOME WOW! COMPANIES, WHICH ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE APPLICABLE TARIFF. THOSE PHONE SERVICES DESCRIBED IN AN APPLICABLE TARIFF ARE PROVIDED AND SUBJECT TO THE TERMS AND CONDITIONS OF THE TARIFF AND/OR PRICE LIST FOR THE STATE OR FEDERAL JURISDICTION IN WHICH THE SERVICE IS PROVIDED, UNTIL SUCH TARIFF EXPIRES, IS MODIFIED TO EXCLUDE THE SERVICE, OR IS OTHERWISE TERMINATED OR WITHDRAWN. IN THE AGREEMENT BELOW, 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 AND/OR THE SUBSIDIARY THAT PROVIDES PHONE SERVICE IN YOUR AREA AS "WOW!," "KNOLOGY," "NULINK" "WE," "OUR" OR "US" AND YOU AS "YOU," "YOUR" OR "CUSTOMER." 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). THIS AGREEMENT AND THESE TERMS AND CONDITIONS ARE SUBJECT TO APPLICABLE TARIFFS AND SERVICE GUIDES.**

1. **Subscription to Service:** WOW! offers its telephone services as they may exist from time to time and as more particularly described in this Agreement and/or an applicable tariff (the "Service(s)"), to users who establish an authorized account ("Account") and pay a monthly service fee to subscribe to the Service at rates and fees more particularly described in a separate price list or order form (or applicable tariff), which has been provided to Customer and/or is available for review at WOW!'s website, <http://www.wowway.com/>. Customer, by signing or submitting electronically the installation, authorization, sales or work order form ("Order Form") or by using or paying for the Service, subscribes to the Service commencing upon the installation of Service, and agrees to comply with these Terms and Conditions (along with any amendments to such Terms and Conditions), including those related to 911/E911 service, and/or any applicable tariff. If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify WOW! and terminate your use of the Service. 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.

By subscribing to the Service, Customer chooses WOW! to provide telephone service with the calling services and phone features selected by Customer, which may include long distance telephone service, local toll service, and international long distance service for the telephone number and billing address identified on the applicable Order Form. Customer authorizes WOW! to serve as the authorized agent to effectuate the change of Customer's local telephone service, long distance telephone service, local toll service, and international long distance service, consistent with the calling plan selected by Customer. Call type, pricing, usage and phone feature inclusions depend on: (i) the capabilities of the interconnecting providers in your local service area; (ii) the type of phone service provided to you (e.g., traditional circuit-switched versus digital voice service)(iii) the calling plan, package level and phone features that you subscribe to or otherwise elect to include as part of your service:

- a) Calling plan features may include: local, local toll and long distance calling, within each of the 50 United States as well as Canada, Guam, Puerto Rico and the U.S. Virgin Islands, international calling, access to 800 service, access to 911, 711 access to TRS, Call Waiting, Call Waiting ID, Caller ID with Name, Call Return (\*69), Three Way Calling, Call Forward, Anonymous Call Rejection, Repeat Dial, Selective Call Rejection, Selective Call Forward, Call Forward Busy/No Answer, Voicemail, unlimited inbound calling, directory listing, unlisted and/or non-published telephone number, 900/976 block, collect call block, and third party billing block. Certain available phone features are provided by default and can be disabled at your request at the time you subscribe. Calling plans may be billed: (i) on a flat fee basis, (ii) on a time and/or usage basis; or (iii) on a combination of (i) and (ii). **Please consult your selected calling plan for pricing and phone features.**
- b) You understand and acknowledge that some WOW! Phone services (e.g., those services that use an advanced modem): (i) do not support rotary-dial telephones, DSL on the same line or any features, calling functions or call types not specifically listed in [Section 1.a](#) above; and (ii) may not support or be compatible with certain medical monitoring devices or home security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that WOW! installs and configures WOW! Phone to operate with Customer's medical monitoring equipment or home security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with WOW! Phone; and (y) the Service has certain limitations (see [Section 4](#) below) that may affect the reliability and functionality of the medical monitoring equipment and home security systems. Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE,

SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! EQUIPMENT OR SERVICE.

- c) Up to two lines and telephone numbers can be supported with one EMTA, Optical Network Terminal (ONT), or Fiber Terminal.
  - d) WOW! Phone may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at [www.wowway.com](http://www.wowway.com), or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home. WOW! will troubleshoot and if necessary send a technician to repair, if possible, reported problems for a specified service charge. The service charge is based on the then current standard service charge in effect.
  - e) WOW! may publish and distribute telephone directories in print or on the Internet. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. WOW! also makes customer information available at a charge through directory assistance operators. WOW! may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. WOW! takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although WOW! does not guarantee against errors. THE AGGREGATE LIABILITY OF WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN "UNLISTED" LISTING) IS LIMITED TO THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO WOW! TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS OR PUBLICATIONS.
  - f) Customers who subscribe to WOW! Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, WOW! shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling WOW! at 1-866-496-9669.
2. **Call Blocking Feature; Application and Ability to Opt-Out:** Effective June 30, 2021, on all WOW! Phone services, WOW! uses a call blocking feature (the "Blocking Feature"), which automatically blocks certain calls that are determined by WOW! in its sole discretion to be likely spam, robocalls or other unwanted calls. You understand and agree that WOW! may use unaffiliated third party databases and directories, as well as other information sources, in implementing the Blocking Feature. Although the features of this Blocking Feature are subject to change at any time by WOW!, calls blocked by WOW! generally fall into these categories (the "Blocked Calls"): (i) Calls from telephone numbers identified by industry sources to be fraudulent, solicitous, or SPAM; (ii) Calls from telephone numbers that have made an abnormal number of attempts to reach WOW! Customers (a.k.a fishing attempts); and (iii) Calls from telephone numbers that are identified in government databases as fraudulent or suspicious.

You agree and understand that:

- a) The Blocking Feature will automatically block the Blocked Calls, so that those calls are not completed to your phone. WOW! may use information sources over which it has no control (such as third party databases and directories) to implement the Blocking Feature, which information may change from time to time. There is a risk that the Blocking Feature will block calls that you may want and so you can opt-out of the Blocking Feature at any time. TO REMOVE THE BLOCKING FEATURE FROM YOUR PHONE SERVICE (WHICH WILL ALSO REMOVE THE CALLER ID ALERT FEATURE), CALL US AT 1-866-496-9669. TO REPORT THAT A LEGITIMATE CALL HAS BEEN BLOCKED IN ERROR OR TO REPORT A FRAUDULENT NUMBER THAT SHOULD BE BLOCKED, EMAIL US AT [CALLBLOCKING@WOWINC.COM](mailto:CALLBLOCKING@WOWINC.COM). For more information on Call Blocking, go to [wowway.com/support/phone](http://wowway.com/support/phone) and select Robocall Blocking & Caller ID Alert from the Topic drop down menu.
- b) WOW! may disable or discontinue the Blocking Feature at any time. WOW! will take reasonable steps to notify Customers in advance of any changes to or discontinuation of the Blocking Feature, which notice may be accomplished by reasonable means selected by WOW!, including mail (such as information on your billing statement), email, phone or text and/or posting to the WOW! website.
- c) You understand and agree that WOW!'s discontinuance of or change to the Blocking Feature does not constitute a breach by WOW! or a default of WOW!'s service obligations to you.
- d) WOW! DOES NOT GUARANTEE THAT THE BLOCKING FEATURE WILL BE ERROR-FREE, UNINTERRUPTED OR ACCURATE. WOW! MAKES NO WARRANTY OR REPRESENTATION AS TO THE ABILITY OF THE WOW! BLOCKING FEATURE TO ACCURATELY DISTINGUISH BETWEEN BLOCKED CALLS AND WANTED CALLS OR AS TO THE ACCURACY OR QUALITY OF THE BLOCKING FEATURE. WOW! MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER.
- e) UNDER NO CIRCUMSTANCES SHALL WOW!, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE TO YOUR PERSON OR PROPERTY RESULTING FROM THE FAILURE TO DETECT A BLOCKED CALL OR FOR IMPROPERLY CLASSIFYING AN ACCEPTABLE CALL AS A BLOCKED CALL.
- f) YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEM OR DISSATISFACTION WITH THE WOW! BLOCKING FEATURE IS TO UNSUBSCRIBE FROM AND STOP USING THE WOW! BLOCKING FEATURE ON ALL OF YOUR SUBSCRIBED PHONE LINES. WOW! SHALL NOT INCUR ANY LIABILITY TO YOU OR HAVE ANY OBLIGATION TO REFUND

ANY MONIES PAID OR PREPAID FOR YOUR USE OF THE WOW! PHONE SERVICE BASED UPON A FAILURE OF OR DISCONTINUANCE BY WOW! OF THE BLOCKING FEATURE.

- g) **POINT OF CONTACT INFORMATION:** If you have a call blocking error complaint or if you would like us to verify the authenticity of the calls of a calling party that is adversely affected by information provided by caller ID authentication, please contact us at: [callblocking@wowinc.com](mailto:callblocking@wowinc.com). To opt-out of the Call Blocking Feature (which will also opt you out of the Caller ID Alert feature) call 1-866-496-9669.
3. **Caller ID Alerts:** Effective June 30, 2021, the Caller ID Alert feature of our phone services has been enhanced with call analytics functionality designed to identify potentially fraudulent incoming calls ("Enhanced Caller ID"). WOW!'s analytics engine will assign a score for incoming calls, which varies depending upon the probability that the call is fraudulent (e.g., Spam). If our analytics determine that a call is potentially fraudulent, it will be marked with a "Potential Spam" or "Potential Scam" alert when it comes through on your phone. If our analytics determine that a call is at high risk of being fraudulent, we will proactively block the call and it will not even reach the phone. To opt-out of Caller ID Alerts (which will also disable the Call Blocking features) call 1-866-496-9669. IF YOU BELIEVE A LEGITIMATE CALL IS BEING INCORRECTLY BLOCKED OR LABELED AS POTENTIAL SPAM/SCAM, CONTACT US AT [CALLBLOCKING@WOWINC.COM](mailto:CALLBLOCKING@WOWINC.COM). WOW! may discontinue or modify the Enhanced Caller ID feature at any time. WOW! DOES NOT GUARANTEE THAT THE ENHANCED CALLER ID FEATURE WILL BE ERROR-FREE, UNINTERRUPTED OR ACCURATE. WOW! MAKES NO WARRANTY OR REPRESENTATION AS TO THE ABILITY OF THE WOW! ENHANCED CALLER ID FEATURE TO ACCURATELY DISTINGUISH BETWEEN FRAUDULENT (E.G., SPAM) AND WANTED CALLS OR AS TO THE ACCURACY OR QUALITY OF THE ENHANCED CALLER ID FEATURE. WOW! MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER. UNDER NO CIRCUMSTANCES WILL WOW!, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM THE FAILURE TO DETECT A FRAUDULENT CALL OR FOR IMPROPERLY CLASSIFYING AN ACCEPTABLE CALL AS A FRAUDULENT CALL.
4. **Service, Feature and Terms Modifications:** WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Phone, including but not limited to equipment and system requirements. WOW! shall have the right to add to, modify, or delete any provision of this Agreement, any additional terms of use established by WOW!, the Customer Privacy Policy, and/or any price list(s) at any time. An online version of this Agreement, the WOW! Privacy and CPNI Policies, and any price list(s), as so changed from time to time, will be accessible at [www.wowway.com](http://www.wowway.com) or another online location as designated by WOW!. To the extent required by applicable law, WOW! will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by U.S. or overnight mail (e.g., in your billing statement), by hand delivery (e.g., delivery of our user guide at the time installation), by sending you an email or by posting the changed term or price or the revised policy or terms on our website at [www.wowway.com](http://www.wowway.com)). You agree that any one of the foregoing will constitute sufficient notice. If you find the change unacceptable, you can immediately terminate your Service. Your continued use of the service, however, will be deemed to constitute your acceptance of such change. Because we may from time to time use the methods described above to notify you about important information regarding the Services, this Agreement, and related matters, you agree to regularly check your postal mail, email, and all postings on our website at [www.wowway.com](http://www.wowway.com) (or at an alternative site as designated by WOW!). You understand and acknowledge that you bear the risk of failing to do so.
5. **Tariffs:** Notwithstanding anything to the contrary in these Terms, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Some of WOW!'s operating affiliates, provide certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided. Some WOW! affiliates may also provide certain interconnection services to other WOW! affiliates in other WOW! service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by WOW! or any regulator with jurisdiction. The Services covered by the applicable tariff will be governed by all applicable regulatory orders, rules, and regulations associated with WOW!'s provision of such Services. If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to these Terms. In the event that WOW! is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability. Applicable tariffs are filed with your local public utilities commission and in some cases WOW! has included copies of applicable tariffs on its website at [www.wowway.com](http://www.wowway.com) (under "Terms & Conditions").
6. **Limitations of Service; Access to 911 Services:** WOW! offers both traditional circuit switched and interconnected VoIP (sometimes referred to as "Digital Voice" or "VoIP" Service). The availability of each type of service depends on your service location. Customer acknowledges and understands that:
- a) FOR WOW!'S DIGITAL VOICE SERVICE, IN THE EVENT OF A POWER FAILURE, YOUR WOW! PHONE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION BEYOND THE DURATION OF ANY BATTERY BACKUP RESOURCES.
- AS DESCRIBED FURTHER BELOW, NEW CUSTOMERS MAY PURCHASE A BATTERY BACKUP OR AN UNINTERRUPTIBLE POWER SUPPLY (UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER), WHICH WILL PROVIDE POWER TO THE WOW! EMTA, ONT, OR FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. THE BATTERY BACKUP/UPS DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE OF THE BATTERY BACKUP/UPS IS NOT GUARANTEED. THE BATTERY/UPS MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THE BATTERY BACKUP/UPS DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED.
- YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. **BACKUP BATTERY OR OTHER POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM/FIBER TERMINAL IS AT YOUR OPTION AND, WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS.**
- When the "Replace Battery" light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the "Battery Low" light is illuminated, the battery is



functioning, but will provide for less time than a fully charged battery in the event of a power outage. On the UPS sold by WOW!, the status light will be green if the unit is ok, and red if the unit needs to be charged or replaced. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW!'S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW."

For instructions on obtaining and installing replacement batteries in your EMTA or Fiber Terminal, please go to [www.wowway.com](http://www.wowway.com) or call 1-866-496-9669.

AS A CONDITION TO SUBSCRIBING TO WOW! PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

- b) THE DIGITAL VOICE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION IF WOW!'S CABLE NETWORK OR FACILITIES ARE NOT OPERATING, OR YOU LOSE YOUR BROADBAND CONNECTION FOR ANY OTHER REASON.
- c) THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY.
- d) The address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA or Fiber Terminal is moved, an E911 call will still identify the original service location. Movement of the EMTA or Fiber Terminal from the original service location is prohibited without WOW!'s prior written approval.
- e) From time to time, WOW! will provide scheduled and unscheduled maintenance to customer premises equipment and the WOW! network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance or repairs will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at [www.wowway.com](http://www.wowway.com). WOW! will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin during normal business hours. WOW! will also provide prior customer notification of scheduled construction and repair activities by posting such notice on our website at [www.wowway.com](http://www.wowway.com) and/or providing other customer notification.
- f) For new customers, (i) there may be a delay of at least one business day after installation of service for E911 service availability; and (ii) WOW! may assign a temporary phone number to your account until it can complete the porting of your telephone number. Until your telephone number is ported to WOW!, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT WOW! ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR DELAY IN THE AVAILABILITY OF E911 SERVICE, OR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.
- g) CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER'S INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES. Customer agrees to defend, indemnify, and hold harmless WOW!, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel, and the operation of any medical monitoring device, or home security or alarm monitoring system.
- h) **Backup Power for Residential Digital Phone Service.** WOW!'s digital phone service is not line powered. As a result, the service will not function in the event of a power outage. New residential customers have the option to purchase backup power for the service either from WOW! or a third party, which will enable the service to function for a limited time during a power outage. If you purchase a backup battery or UPS from WOW!, the expected stand-by duration of power is 8 to 24 hours (depending upon the model that you purchase), but the talk time is significantly less than that, so you should minimize use of services during any extended power outage. The battery/UPS will not power your cordless phone (or your internet services). For best results, EMTA batteries should be stored at temperatures that do not exceed 77°F (25°C); UPS should be stored between 5°F and 113°F (-15°C- 45°C Improper storage will reduce battery life. You can monitor your battery by checking the battery indicator lights on your modem, and you should periodically test the battery by disconnecting the service power source and ensuring that the service still functions. New residential customers can request an EMTA battery or UPS from WOW! when you order service, or by calling us at 1-866-496-9669. The cost for an EMTA battery is \$36.99 for the 8 hour battery and \$144.99 for the 24 hour battery (available February 13, 2019); \$270.00 for the UPS, plus taxes and any applicable shipping Fees. Cost is subject to change. Battery has a 6-month warranty. Other retailers may offer a lower price. THERE MAY BE A DELAY IN FULFILLMENT OF BATTERY ORDERS BY WOW!. When our technicians install your service, we will at your request assist with the installation of a battery that you have purchased from sources other than WOW!. If you elect to have backup power installed by us, there may be additional service charges for the backup power installation, and costs of equipment and labor. We provide you with a complete backup power disclosure at the time you order service, which contains additional information about backup power options. You can also view our backup power disclosure at [www.wowway.com](http://www.wowway.com).  
NOTE: A battery backup is not currently available for the TG3452 Advanced Modem. For those customers with the TG3452 Advanced Modem who require a battery backup, we will at your request replace the TG3452 Advanced Modem and provide you with a solution and modem that can accept a battery that you can purchase from us.

## 7. Payment of Charges; Billing Disputes:

- a) Customer agrees to timely pay all charges, taxes and fees for the Service, including but not limited to installation/service call charges, monthly service charges, WOW! Equipment charges, measured, per call or other

usage-based or separately billed charges, and the Separate Fees and Charges described in [Section 7](#). Recurring monthly Service charges will be billed monthly in advance. IN ADDITION, WOW! MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list that is posted to the WOW! website, [www.wowway.com](http://www.wowway.com). WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us.

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

Customer may be charged an additional payment convenience fee for payments made through a customer care representative or at a WOW! payment center.

**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 \$3.00 per month for each paper statement that we send to you. The fee is subject to change with notice to you. You can avoid this fee by agreeing to WOW!'s paperless billing. By agreeing to paperless billing, you acknowledge and agree that you will no longer receive paper billing statements in the mail and you will instead receive an email notification from us informing you when your monthly statement is ready to view on [wowway.net](http://wowway.net). You will then have the ability to log on to your WOW! Account to view and pay your bill. You can switch back to receiving paper statements at any time. If you require a paper statement due to a visual or other impairment, we will provide you with paper statements. Please contact us to learn more at 1-866-496-9669.

- b) Customer must pay all monthly charges for the Service, along with all other WOW! Services (cable television and/or Internet), on or before the due date stated on the monthly bill. Failure to pay charges invoiced may result in suspension or discontinuance of Service and/or your account, the removal of equipment delivered and/or the imposition of a late payment or service charge. 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 and/or trip 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! 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.

- c) 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.
- d) 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 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.

- e) Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and time-based charges (e.g., international calling, long distance calling (applicable for certain calling plans) and other time or usage-based calling (applicable for certain calling plans), are posted to the WOW! website, [www.wowway.com](http://www.wowway.com). Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change.

For billing purposes, a time-based call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party's line rings or after a certain number of rings. If such a provider charges WOW!, its affiliates, or suppliers as if your call were answered by the called party, WOW! will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

- f) The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers

(e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

- g) The continuing availability of the Service is dependent upon Customer maintaining current accounts with all WOW! provided services, including cable television service and/or Internet service. If Customer's WOW! Phone account or any other account of Customer with WOW! is past due, WOW! may suspend or terminate WOW! Phone upon notice to Customer as required by applicable law.
  - h) If Customer discontinues WOW! Phone or WOW!'s Internet service or cable television service, or if any such service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with WOW!, to pay a reconnect charge or trip charge (where applicable) before reconnection.
  - i) You understand and agree that that our paper bills for the Services contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our website. In accordance with our Customer Privacy Policy (which is delivered to you at the time of installation of service and is available for your review at our website), you may call 1-866-496-9669 for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records. Please refer to our Customer Privacy Policy for further information concerning access to your call detail and other personal information.
  - j) If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
8. **Changes of Service:** Customers may change service, or order additional services offered by WOW! by calling toll-free: 1-866-496-9669. Customer requests for 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. 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.
9. **Pricing Policy:** All of our prices are subject to change. Prices and price guarantees exclude taxes and fees, however designated, including, but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, carrier access fees and/or other access fees, surcharges, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, service call and repair charges, late fees and usage-based and separately billed charges (collectively, the "Separate Fees and Charges"). **The applicable Subscriber Line Charge, Network Line Fee and Carrier Service Fee for phone customers will apply and vary depending upon your service location and the phone services to which you subscribe. The Subscriber Line Charge, Network Line Fee and Carrier Service Fee are not government mandated taxes or fees, and are subject to change.** Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.** Not all of the Separate Fees and Charges apply to all services, or in all service locations.

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.

#### 10. **WOW! Equipment:**

a) In order to provide the Service, WOW! must install in and upon the Customer premises certain equipment, which may include, for example, cabling, voice enabled EMTAs or Fiber Terminals provided by WOW!, and other related apparatus and software provided by WOW! (excluding equipment purchased or owned by Customer). All equipment, including but not limited to cables, wires, modems and Fiber Terminals 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). You acknowledge that we may remove or change the WOW! Equipment at any time at our discretion. You agree not to use WOW! Equipment for any purpose other than to use the Services in accordance with this Agreement. Upon termination of Service, for whatever reason, 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 disconnection of Service. 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!. Failure to return the WOW! Equipment to WOW! undamaged within ten (10) business days after disconnection of service will result in a charge to Customer's 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 (see Sections 19-23). In all

events, Customer agrees to immediately pay such charges whether 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.

b) To the extent any software is licensed by WOW!, such software is provided for the limited purpose of facilitating Customer's use of the WOW! Phone Service as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the software, all of which are prohibited. Customer will return or destroy all software provided by WOW! and any related written materials promptly upon termination of WOW! Phone Service to Customer for any reason.

11. **Care of WOW! Equipment:** Customer will safeguard the WOW! Equipment from loss or damage of any kind, and agrees that neither Customer nor any other person (except WOW!'s authorized personnel) will open, tamper with, service, make any alterations to, move, relocate 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!. You understand and acknowledge that the address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA or Fiber Terminal is moved, an E911 call will still identify the original service location.

At your request, we may relocate the WOW! Equipment within your premises for an additional charge, at a time agreeable to you and to us. If you change residences, you must contact WOW! At 1-866-496-9669 for information on whether the WOW! Equipment and Services may be transferred to your new residence and what the relocation will cost will be. Any alteration, tampering, removal, etc., or the use of equipment which permits the receipt of Services without authorization constitutes theft of Service and is prohibited.

12. **Repair of WOW! Equipment:** WOW! will respond to all requests for repair to the WOW! Equipment. 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 audio or video equipment, telephones, A/B switches, Inside Home Wiring or any other Customer equipment or property. Service, repair and other applicable charges 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.

13. **Access to Customer Premises and Use of Existing Customer Property:** 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 of WOW! services may require drilling, cutting and other alterations or improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); (iii) to allow WOW!, in its discretion, to use for the provision of WOW!'s Services any existing 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 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.

14. **Customer Equipment:** In order to use the Services, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. You agree to keep the EMTA or Fiber Terminal (defined above) plugged into a working electrical power outlet at all times. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF THE SERVICES VIA THE CORDLESS PHONE. In order to use online features of the Services, where we make those features available, you are required to provide certain hardware, software, and access such as a personal computer, an Internet browser, and access to the Internet. You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Any Customer Equipment that you use in connection with the Services must meet WOW!'s current minimum technical and other requirements. Those requirements are posted on our website at [www.wowway.com](http://www.wowway.com) (or on an alternative site if we so notify you). The requirements may be revised by us from time to time.

If you install or use Customer Equipment that does not meet the minimum technical or other specifications described above (a "Non-Recommended Configuration"), you agree (i) that the Services or some features of the Services may degrade or fail, (ii) that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the EMTA, and (iii) that the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL,



ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

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, 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 of or impairment to 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! System or the Service. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer Equipment or WOW! Equipment that impairs the functionality or integrity of WOW!'s cable system or the Service. WOW! may charge to Customer standard service charges: (i) to perform modification or recovery of the Service or to repair WOW!'s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was caused by Customer (or a third party), or if WOW! finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair WOW!'s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party owned equipment; or (iii) to perform services related to any Customer or third party equipment.

15. **Disruption of Service:** To the maximum extent allowed by law, WOW! shall not be liable for any failure or interruption of Service resulting in part or entirely from a Force Majeure event (as described in the "Force Majeure" section below) or any circumstance 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 pro-rata 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 to fix the problem. Credits are issued the next available billing cycle, following a determination that credit is warranted. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.
16. **Taxes, Fees and Charges:** WOW! reserves the right to invoice you for any applicable federal, state, and local taxes and fees (however designated), surcharges, excises, regulatory recovery fees for municipal, state and federal government fees or assessments imposed on WOW!, cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, Carrier Service Fees, carrier access fees and/or other access charges, or any programs in which WOW! participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. The taxes, fees and charges will vary depending upon the services you purchase from us, your service location, your service product, plan and features, and the time during which you subscribe to your services.** The taxes, fees and charges may for example include those imposed on us or our affiliates or underlying carriers by statute, or an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we, our affiliates or underlying carriers are required or permitted to collect from or charge to you. For example, WOW! may charge its phone customers a monthly regulatory recovery or carrier service fee to help defray WOW!'s contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigecom, LLC or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge or Network Line Fee to offset costs associated with connecting customers to the telephone network. **These charges are not a tax, and are not government-mandated.** Taxes, government-related fees and non-government mandated charges and fees may be changed by WOW! at any time with or without notice. Taxes, fees and other charges are shown as separate line items on the Customer's bill. If Customer is exempt from payment of any such taxes, it will provide WOW! with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date WOW! receives the tax exemption certification. Customer agrees to pay any other local, state or federal taxes, fees and/or charges that are not included on the Customer billing statement (including applicable real and personal property taxes levied with respect to 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.
17. **Use of Service:** Customer agrees that: (i) the Service provided by WOW! will be utilized solely in accordance with this Agreement, all applicable laws and use policies adopted by WOW!. The Service may not be used to originate illegal traffic, which includes, without limitation, FRAUDULENT SPOOFING AND ILLEGAL ROBOCALLS. WOW! reserves the right to terminate your Service immediately and without advance notice if WOW!, in its sole discretion, believes that you have violated this Agreement, any law or applicable use policy, or you have used the Service to originate illegal traffic, including illegal robocalls; (ii) unless you subscribe to a service plan that expressly permits otherwise (e.g., as part of a business services account), the Service provided by WOW! will be utilized solely for Customer's personal, residential, non-commercial use in a private residence; in the living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premises used for both business and residential purposes. Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including but not limited to home office, business, call center services, sales, telecommuting, telemarketing, mechanized calling, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns.

Customer's use of the Service in a manner that is inconsistent with typical residential calling and usage patterns as determined by WOW! in its sole discretion is prohibited. Calls must be originated and terminated at the service address listed on the



account. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Customer agrees that if Customer uses the Service for any prohibited non-residential purpose, Customer will pay any applicable higher rates for such use during all past periods; (iii) Customer will adhere to any WOW! policies, rules and regulations related to the Service. Customer acknowledges that WOW! may adopt or change such policies, rules and regulations at any time. WOW! reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be non-residential; (iv) Customer will comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Customer further expressly agrees not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations; and (v) Customer will be liable for all use of the Services using the EMTA or Fiber Terminal and for any and all stolen Services or unauthorized use of the Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the EMTA or Fiber Terminal is stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the EMTA or Fiber Terminal theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you. WOW! RESERVES THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WOW! DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICES.

**18. Transfer of Telephone Numbers:**

- a) Switching to WOW! from Another Provider. If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that the following conditions apply:
  - i. You request the phone number transfer when you place your order for our Service.
  - ii. Your current service provider releases your existing phone number, at our request, without delay and without imposing non-industry-standard charges on us.
  - iii. Transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures.
  - iv. You acknowledge and agree that if your EMTA or Fiber Terminal is self-installed (where we make that option available) and is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to the EMTA or Fiber Terminal. In that event, you should keep another phone connected to an existing phone extension at your service location or maintain a mobile telephone to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service.
  - v. You acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the EMTA or Fiber Terminal installed on or before the Port Effective Date. Your existing phone service for the number that you are transferring will be disconnected on the Port Effective Date; if your EMTA or Fiber Terminal is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. WOW! will provide you with an estimate of the Port Effective Date at the time of service ordering or via email following your completion of the ordering process. Switching from WOW! to Another Provider
- b) To transfer your phone number from WOW! to another service provider, you must place the order to transfer the Services through your new service provider (and not through WOW!). WOW! will release your phone number to your new service provider, provided that
  - i. your new service provider submits a properly completed transfer request to WOW!;
  - ii. your new service provider will accept transfer of the phone number without delay or charge to WOW!; and
  - iii. transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.
- c) Assignment of Telephone Numbers. If WOW! determines that your telephone number assignment does not conform with applicable industry guidelines, our internal policies, and/or the law, we reserve the right, with prior notice to you, to change the telephone number, without liability.

**19. 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.

**20. Termination of Service by Customer:** Except as specifically agreed to in a writing signed by the parties (e.g., as part of an agreement or plan that has a specific term), or otherwise provided in this Agreement, the Service and this Agreement shall remain in effect until disconnection of the Service by WOW! occurs as a result of WOW!'s receipt of Customer's notice of termination. Customer shall give such notice either in writing, or by calling WOW! at 1-866-496-9669; no other form of notice will be deemed valid. 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). To be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees and comply with applicable service agreement(s); and (ii) terminate service and request a refund in writing within thirty (30) days of service activation. The refund will not apply if service is reestablished by Customer within ninety (90) days of disconnection. WOW!'s money-back guarantee policies are subject to change.

**21. Termination 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 as required by law), may suspend or discontinue the Service and/or your account, remove the WOW! Equipment, and pursue all of its other legal and equitable remedies against

Customer. You understand and agree that suspension of your account may result in a disruption of all services that you subscribe to, including Internet and cable television services. Failure of WOW! to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to WOW! in the event that WOW! shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. WOW! may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, WOW! may also terminate this Agreement, or suspend and/or terminate your service or account for any other reason or no reason with notice to Customer. In the event WOW! terminates this Agreement, any fees and charges will accrue through the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges. To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer.

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

22. **Customer Obligations Upon Termination:** Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Services and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Services. Customer will pay in full for use of the Services and the WOW! Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected. Customer agrees to pay on a pro-rated basis for any use of the WOW! Equipment or the Services for a part of a month. Customer shall return the WOW! Equipment to WOW!, by any method reasonably requested by us, within ten (10) business days after the earlier of (i) disconnection of the Services; or (ii) the date that you no longer use the WOW! Equipment in connection with your WOW! Service, even if Service is not disconnected. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time; and you will ensure the return of all 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.
23. **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 the 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.
24. **Prepayments and Security:** 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 EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on the customer's account on a monthly basis. By providing a security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to 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 disconnection of Service; and (ii) amounts due to WOW! for services, fees and other charges. Customer will be refunded the balance of any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for WOW! Equipment, if payment has been timely made for all amounts due on Customer's account and Customer timely returns our Equipment undamaged.
25. **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 you 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.
26. **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. Accounts with a delinquent balance will be assessed a late fee. The current late is set forth in the price list applicable to your service or can be provided to you on request. The WOW! late fee policy is subject to change at any time. In the event collection activities are required, WOW! may impose a collection and/or trip charge (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 and disconnection policies are subject to change at any time.

27. **Restoration of Services; Charges, Terms and Conditions:** Before restoring a Customer's Service after an interruption of service for non-payment, WOW! may require that the Customer establish a credit card or an EFT method of payment. WOW! will require as a condition to restoration of services following a service interruption that the customer pay all past balances along with a charge for services equivalent to those charges that would have been imposed but for the service interruption during the service interruption period. Additionally, as a condition to restoration of services, Customer must pay any security deposit, reconnection charge, reactivation charge, and any other applicable franchise fees, taxes and other applicable charges. If a Customer is disconnected (whether voluntarily or involuntarily), the Customer's past due balance will consist of all amounts due and owing as of the earlier of the Customer's service interruption date or Disconnection with the Customer legally responsible for payment of all such past due amounts, as well as for the safe return of all WOW! Equipment
28. **Credit Inquiries:** WOW! RESERVES THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND CUSTOMER AUTHORIZES WOW! TO INVESTIGATE CUSTOMER'S CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/ OR MAKING INQUIRIES OF ACCOUNT HISTORIES. CUSTOMER AUTHORIZES WOW! TO ENTER THIS INFORMATION IN CUSTOMER'S FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING CUSTOMER TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.
29. **Customer Information; Privacy:** Customer agrees that WOW! may, from time to time, collect information concerning Customer, and Customer's use of the Service in the manner and for the purposes set forth in this Agreement and the WOW! Privacy and CPNI Policies, which have been provided to Customer and are available for review on WOW!'s website, [www.wowway.com](http://www.wowway.com). You acknowledge that you have received the WOW! Privacy and CPNI Policies and that you expressly consent to the terms of those policies, which we may amend from time to time. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer's account in response to: (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, WOW! shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.
30. **CPNI Approval:** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-866-496-9669. If we do not hear from you within thirty (30) days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.
31. **Disability Access and 911 Dialing:** WOW! phone uses the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. If you want to call someone using TRS, use your TTY or telephone, dial 711, and you will automatically be connected to a TRS operator. If you have any questions concerning access to or use of the WOW! phone service, please call us at 1-866-496-9669 or contact us from the Customer Care page at [www.wowway.com](http://www.wowway.com). For those WOW! Phone customers that utilize TRS by dialing 711 from your WOW! Phone, please use this service only in non-emergency situations. For any emergencies, please remember to dial 911 directly for quick and accurate emergency response.
32. **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.
33. **No Warranties:** CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. WOW!, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "WOW! ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. WOW! SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE,



ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. WOW! MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT WOW! HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WOW! HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON WOW! ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. WOW! MAKES NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA WOW!'S FACILITIES OR THE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT THE WOW! ENTITIES WILL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

34. **General Limitation of Liability:** EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PROVIDED BY LAW, (I) THE WOW! ENTITIES SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT OR INDIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, SPECIAL, INCIDENTAL, EXEMPLARY 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, OR HARM TO BUSINESS), 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, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WOW!'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II) IN NO EVENT SHALL THE WOW! ENTITIES LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE (\$5.00) DOLLARS. CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. THE WOW! ENTITIES SHALL HAVE NO LIABILITY, AND THE WOW! ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES. 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 AGREEMENT.

35. **Limitations on WOW!'s Liability for Customer Equipment and Software:** Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the WOW! Equipment and the Services. Except for gross negligence or willful misconduct by us, neither WOW! nor any of its affiliates, suppliers or agents 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!, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. WOW! does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACKUP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA.

In addition, the opening of your computer or other devices may void warranties provided by the computer or device manufacturer or other parties relating to the computer's (or other device's) hardware or software. You understand that your computer or other device may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. WOW! makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or



other harmful feature detected on your system. NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

WOW! does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

36. **Limitations on WOW!'s 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/or 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. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). 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 and WOW! assumes no liability for such products, services, or content. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of WOW! and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.
37. **Other Third Party Products and Services.** WOW! may from time to time offer other services, products and/or features that are provided by third parties not affiliated with WOW!, such as home warranty products. These products and services are offered by third parties and are subject to their own terms, conditions and policies. You understand and agree that WOW! is not responsible for your purchase, access to or use of such third-party products and services, including their subscription or payment requirements, their content, features, pricing, equipment requirements, terms and policies, or any other aspect of the third-party product or service, or for the use, storage or disclosure of information that you provide to a such a third party. You assume all risks associated with such third-party products and services. WOW!'s provision of links or other direct access to a third-party service provider or product supplier and does not imply endorsement by WOW! of the third-party product, site, service or its contents, or affiliation with its operators, even if the product or service is billed to you by WOW! on behalf of the third party. You alone are responsible for viewing and abiding by any applicable privacy statements and terms of use of the third-party products and services. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content or information over the Internet, or providing personal information to a third party.
38. **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.
39. **Price Lists and Service Information:** While we try to ensure that all prices and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.
40. **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, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the exclusions described above in this Agreement may not apply. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
41. **Customer Indemnification:** Customer agrees to defend, indemnify and hold harmless the WOW! Entities from and against any and all claims and expenses, including reasonable attorneys' fees: (i) arising out of or related in any way to the use of the Service, Equipment or software by Customer (including its employees, agents and other users who access Customer's account) or otherwise arising out of the use of Customer's Account or any equipment or facilities in connection therewith, or the use of any other products or services provided by WOW! to Customer; (ii) breach of this Agreement; and/or (iii) violation of applicable law, including laws relating to libel, slander, protection of patents, copyrights, trademarks and other intellectual property rights. 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 Service or content transmitted by Customer. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER'S ACCOUNT) BY USE OF THE SERVICES. THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

42. **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.
43. **Complaint Resolution:** Customer may submit a complaint to WOW! with regard to any aspect of the Service at any time. WOW! maintains toll-free telephone numbers that are available 24 hours a day, 7 days a week: 1-866-496-9669. When you call about a service problem, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR will schedule a service technician to visit your home. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, in writing at: WOW! Internet, Cable & Phone, Attn: Legal Department, 7887 E. Belleview Ave., Ste 1000, Englewood, CO 80111, or by emailing us from the "Contact Us" section on [www.wowway.com](http://www.wowway.com). 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!.
44. **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](http://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 5 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 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.

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

- 45. **Minimum Term Service Plan:** If the service package (the "Minimum Term Plan") you have selected requires that you agree to a minimum term, additional Minimum Term Plan terms and conditions (the "MTP Terms") apply, which Terms are incorporated by reference. In the event of a conflict between this Agreement and the MTP Terms, the MTP Terms control. The complete MTP Terms are available at [wowway.com](http://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!. You agree that: (i) the Minimum Term Plan is subject to the MTP Terms and WOW!'s standard terms and conditions and service policies for the Plan Services you subscribe to, which are available at [wowway.com](http://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.
- 46. **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 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 concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. 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.
- 47. **Modification of Terms; Customer Notices:** So long as Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS. CUSTOMER SHALL BE NOTIFIED OF ANY MATERIAL AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC, WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OF SERVICE), BY SENDING YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT [WWW.WOWWAY.COM](http://WWW.WOWWAY.COM) (OR AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU AGREE THAT ANY ONE OF THE FORGOING MEANS OF NOTIFICATION IS SUFFICIENT. ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER'S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, EMAIL, AND ALL POSTINGS ON OUR WEBSITE AT [WWW.WOWWAY.COM](http://WWW.WOWWAY.COM) (OR AT AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.
- 48. **Retention of Rights:** Nothing contained in this Agreement shall be construed to limit WOW!'s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on WOW!'s or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.

49. **Change in Regulatory Status:** Customer acknowledges and understands that in some areas the Service uses Voice over Internet Protocol (VOIP) to transmit calls. If the FCC and/or State regulators change applicable law relative to the regulation of VOIP services that impacts upon the Service, Customer agrees that WOW! may in its discretion amend or restate this Agreement to conform to applicable law.
50. **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.
51. **Severability:** The parties acknowledge that WOW! is subject to the provisions of 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 unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, this Agreement shall remain in full force and effect, except for such term.
52. **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, terrorist event, riot, embargoes, acts of civil or military authorities, actions or failures of suppliers or vendors, fire, floods, accidents, strikes, or shortages, failures or unavailability of telecommunications or computer facilities, resources, fuel, energy, labor or materials. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!'s ability to provide the Services herein.
53. **Applicable Law:** This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.

(Revised as of February 23, 2024)