

### **Terms and Conditions for Promotional Text Messages**

WideOpenWest Finance, LLC and its operating company affiliates (“WOW!” or “we”) provides customers and potential customers (“you”) the opportunity to receive promotional text messages when you send a text message referenced in one of our advertisements, text OSU/Tigers/MSU/Vols to 844-969-6692, or ask a WOW customer service representative to sign you up for our promotional text message program (the “Program”). By signing up for the Program, you agree to the following terms and conditions (“Terms”). THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT IN COURT, PROCEED AS PART OF A CLASS, AND SEEK CERTAIN DAMAGES. Please read them carefully.

#### **I. Messages**

a. By signing up for the Program, you agree that we may send you periodic SMS or MMS messages to the mobile number you provide to us when signing up for the Program, and that such messages may be sent using automated technology. Consent to receive promotional text messages is not a condition of purchasing any goods or services offered by WOW!. Message and data rates may apply. Information collected through the Program is subject to WOW!’s privacy policy.

b. WOW! may send you up to 5 promotional messages per calendar month, exclusive of text message responses to your direct requests, such as opt-out confirmation texts and responses to help requests. You may unsubscribe at any time by texting the word STOP to 844-969-6692. You may receive a subsequent message confirming your opt-out request. For help, send the word HELP to 844-969-6692.

c. United States participating carriers include AT&T, T-Mobile, Verizon Wireless, Boost, U.S. Cellular, MetroPCS, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others, but WOW may add or remove any carriers from its text messaging program with or without notice. Note, neither WOW nor your carrier (including T-Mobile) is liable for delayed or undelivered messages.

d. Your sign-up represents that you have given your accurate phone number and that you have authority to consent to receive text messages at that phone number. In the event that you change, deactivate, or relinquish your phone number it is your responsibility to opt out from future promotional text messages prior to any such change, deactivation, or relinquishment. Your failure to opt out for any of those reasons constitutes your material breach of these Terms.

#### **II. Disputes**

a. Binding arbitration. UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER BASED IN CONTRACT (INCLUDING INTERPRETATION OF THE SCOPE OF THIS ARBITRATION PROVISION), 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 BY THE MUTUAL AGREEMENT OF YOU AND US 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).

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. You understand that, by signing up for the Program, you are waiving the right to a trial by jury where applicable.

b. Arbitration procedures. The party initiating the arbitration proceeding may initiate the arbitration proceeding with the 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 disputes section and the rules of the arbitration organization chosen, this disputes section shall govern. The arbitration will take place at a location convenient to you in the area where you resided at the time you signed up for the Program or, by mutual agreement between you and us, in the area of your current residence. Judgment upon an award may be entered in any court having competent jurisdiction. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared; 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.

c. Class waiver. 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 an arbitration or suit must be individually named. YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PROCEED IN ANY LEGAL PROCEEDING, INCLUDING ARBITRATION, AS A MEMBER OR REPRESENTATIVE OF A CLASS.

d. Damages limitation. YOU AND WE EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS’ FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, STATUTORY, OR MULTIPLIED DAMAGES ASSOCIATED WITH ANY DISPUTES ARISING FROM OR RELATING TO THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

e. Time limit for disputes. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

### **III. Miscellaneous**

a. If any term is found to be illegal or unenforceable, that term will be severed from these Terms and the remainder of these Terms will be given full force and effect. The Disputes provision shall survive the termination of these Terms or your service(s) with WOW!.

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b. These Terms shall be interpreted in accordance with the laws of the state of Delaware, without regard to principles of choice of law.